



**KENYA REVENUE  
AUTHORITY**

**ISO 9001:2008 CERTIFIED**

**REQUEST FOR PROPOSALS (RFP)**

**PROCUREMENT OF CONSULTANCY SERVICES FOR REVIEW  
OF THE ORGANIZATIONAL STRUCTURE AND MANAGEMENT  
SYSTEM(S)**

**RFP NO. KRA/HQS/RFP-064/2018-19**

**TIMES TOWER BUILDING  
P.O. BOX 48240 – 00100  
TEL: +254 02 310900  
EMAIL: EPROCUREMENT@KRA.GO.KE  
NAIROBI, KENYA.**

**PREBID DATE: 27<sup>TH</sup> MAY, 2019; 10.00 AM**

**CLOSING DATE: 7<sup>TH</sup> JUNE, 2019 AT 11.00AM**

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The Kenya Revenue Authority invites sealed bids from eligible firms /organizations for the following tender:

NO	DESCRIPTION	ELIGIBILITY	PRE- BID - DATE, TIME, AND VENUE	CLOSING DATE AND TIME
1.	<b>KRA/HQS/RFP-064/2018-2019, PROCUREMENT OF CONSULTANCY SERVICES FOR REVIEW OF THE ORGANIZATIONAL STRUCTURE AND MANAGEMENT SYSTEM(S)</b>	<b>OPEN</b>	<b>27<sup>TH</sup>, MAY, 2019 10.00. AM (TIMES TOWER)</b>	<b>7<sup>TH</sup> JUNE, 2019 11.00 AM</b>

For more information on this tender notice, details, requirements, tendering procedures and guidelines and tender documents please visit our website at [http:// www.kra.go.ke](http://www.kra.go.ke)

**The Commissioner General,  
Kenya Revenue Authority,  
P.O Box 48240– 00100 GPO,  
Nairobi.**

**Any canvassing or giving of false information will lead to automatic disqualification.**

## SECTION I INVITATION TO TENDER

DATE \_\_\_\_\_

**TENDER REF NO. RFP NO. KRA/HQS/RFP-064/2018-19**

**TENDER NAME: PROCUREMENT OF CONSULTANCY SERVICES FOR REVIEW OF THE ORGANIZATIONAL STRUCTURE AND MANAGEMENT SYSTEM(S)**

- 1.1 The Kenya Revenue Authority invites a proposal for the following services from eligible bidders;  
**PROCUREMENT OF CONSULTANCY SERVICES FOR REVIEW OF THE ORGANIZATIONAL STRUCTURE AND MANAGEMENT SYSTEM(S)** More details of the services required are provided in the Terms of Reference herein.
- 1.2 The Request for Proposal (RFP) includes the following documents;
- |             |   |   |
|-------------|---|---|
| Section I   | - | Letter of Invitation                      |
| Section II  | - | Information to Consultants firms          |
|             |   | Appendix to Consultants firms Information |
| Section III | - | Technical Proposal                        |
| Section IV  | - | Financial Proposal                        |
| Section V   | - | Terms of Reference                        |
| Section VI  | - | Standard Forms                            |
- 1.3 Addenda / clarifications will be posted in Kra Website ([www.kra.go.ke](http://www.kra.go.ke)). And any queries directed to the [email: eprocurement@kra.go.ke](mailto:eprocurement@kra.go.ke)
- 1.4 The complete set of tender documents can be downloaded free of charge from our website.
- 1.5 Prices quoted must be inclusive of all taxes and should remain valid for at least three Hundred And Sixty Five (365) days after the deadline of submission of the Tenders.
- 1.6 Request for Proposal to be deposited in the Tender Box located on the Ground Floor, Times Tower Building, Haile Selassie Avenue, Nairobi on or before 12.00 noon, 6<sup>th</sup> June, 2019.
- 1.7 Completed Tender documents should be submitted in plain sealed envelopes and clearly marked “**RFP NO. KRA/HQS/RFP-064/2018 -2019**” and addressed to:
- The Commissioner General,  
Kenya Revenue Authority,  
Times Tower,  
P.O Box 48240 – 00100 GPO,  
Nairobi.**
- 1.8 Kenya Revenue Authority reserves the right to accept or reject any tender without giving reasons thereof and does not bind itself to accept the lowest or any tender.

**Any canvassing or giving of false information will lead to automatic disqualification**

**For: Commissioner General**  
Kenya Revenue Authority

## **SECTION II – INFORMATION TO CONSULTANTS FIRMS (ITC)**

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## **SECTION II: - INFORMATION TO CONSULTANTS FIRMS (ITC)**

### **2.1 Introduction**

- 2.1.1 The Kenya Revenue Authority will select qualified Organizations or firms to submit proposals or those who respond to the invitation for proposals in accordance with the method of selection detailed under this section and consistent with the regulations
- 2.1.2 The firms/organizations 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. ITC 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. 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 firm/organization must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, Consultants firms 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. Consultant firms should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre-bid briefing. Consultant firm 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 the tender document is to be downloaded free of charge from our website.

2.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase or downloading from the Authority's website.

## **2.2 Clarification and Amendment of RFP Documents**

2.2.1 Consultant firms 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 firms 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 firms 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 Consultant firm proposal shall be written in the English Language

2.3.2 In preparing the Technical Proposal, Consultants firms 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 firms 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 Consultants firm(s) and/or other firms or entities



in a joint venture or sub-consultancy as appropriate. Consultants firms shall not associate with the other Consultants firms 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 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 ten (10) 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, Consultant Firm are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section IV). 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 firms, the sub-Consultants firms and their personnel, unless Appendix ITC specifies otherwise.
- 2.4.3 The Consultant firms 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 firms and related to the assignment will be listed in the Financial Proposal submission Form.

- 2.4.5 The Proposal must remain valid for 60 days after the submission date. During this period, the Consultants firm 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 firms 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 paragraph 1.2) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.
- 2.5.2 For each proposal, the Consultants firms shall prepare the number of copies indicated in Appendix ITC. Each Technical 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 and Financial Proposal shall be placed in a one sealed envelope clearly marked with Tender number and Description. The 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 Consultants firm unopened.
- 2.5.5 After the deadline for submission of proposals, Proposals shall be opened immediately by the opening committee.

## **2.6 Proposal Evaluation General**

- 2.6.1 From the time the bids are opened to the time the Contract is awarded, if any Consultants firm wishes to contact the Client on any matter related to his proposal, he/she 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 Consultants firm’s proposal.

## **2.7 Evaluation of Technical Proposal**

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

Each responsive proposal will be given a technical score ( $S_t$ ). 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 Evaluation of Financial Proposal**

- 2.8.1 After Technical Proposal evaluation, the proposals that did not meet the minimum qualifying marks or were considered non-responsive to the RFP and Terms of Reference, will not proceed to Financial Evaluation.
- 2.8.2 The Technical and Financial Proposals shall be opened publicly in the presence of the Consultants firms’ representatives who choose to attend. The name of the Consultant Firms, and the tendered amounts in Financial submission form shall be read aloud and recorded. 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 Firms 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 Consultants firm in the financial proposal.

- 2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix “ITC”, be the **lowest Evaluated bidder**.
- 2.8.6 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender unless extended otherwise as provided in the Public Procurement Regulations 2013.
- 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 25% 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 (and 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 Consultant Firm on the shortlist that they were unsuccessful and return the Financial Proposals of those Consultants firms 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 ITC.
- 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 firms 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 Consultant Firms 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 Consultants firm recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.12.3 Further a Consultant Firm 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 firms (ITC)

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

### Clause Reference

- 2.1 The name of the Client is:  
**KENYA REVENUE AUTHORITY**  
**P.O. BOX 48240 – 00100**  
**TEL: +254 20 310900**  
**EMAIL: eprocurement@kra.go.ke**  
**NAIROBI, KENYA.**
- 2.1.1 The method of selection is:  
**OPEN**
- 2.1.2 Technical and Financial Proposals are requested: **YES** ☒ No ☐ **×**
- Combined Technical and Financial Proposal – The Technical and Financial Proposal are provided as one.
- The name, objectives, and description of the assignment are:  
**PROVISION OF CONSULTANCY SERVICES FOR REVIEW OF THE ORGANIZATIONAL STRUCTURE AND MANAGEMENT SYSTEM(S)**
- 2.1.3 The name(s), address(es) and telephone numbers of the Client's official(s) are:  
**DEPUTY COMMISSIONER**  
**PROCUREMENT & SUPPLIES SERVICES**  
**P.O. BOX 48240 – 00100**  
**TEL: +254 20 281 7022**  
**E-MAIL: eprocurement@kra.go.ke**
- 2.1.4 The Client will provide the following inputs:  
▪ All data statistics and information required for the assignment
- 2.1.5 These RFP documents will be free of charge.
- 2.1.7 Training is a specific component of this assignment:  
Yes ☒ **NO** ☐ **×**
- 2.1.8 Taxes: The Tenderer will pay for all the local taxes, duties, fees, levies and other charges applicable in Kenya. The financial proposal should therefore



include any taxes payable in Kenya.

- 2.1.9 Consultant Firms shall express the price of their services in **Kenya Shillings**
- 2.2.1 The Proposal must remain valid for **335DAYS** after the submission date.
- 2.2.2 Consultant Firms must submit an original and **ONE** additional copy of each proposal.

- 2.2.3 The proposal submission address is:  
**COMMISSIONER GENERAL  
KENYA REVENUE AUTHORITY  
TIMES TOWER BUILDING  
HAILE SELASSIE AVENUE  
P.O. BOX 48240 – 00100  
TEL: +254 20 310900  
NAIROBI, KENYA.**

Information on the outer envelope should also include:

**“RFP NO. KRA/HQS/RFP-064/2018-2019”:**

- 2.2.4 The original and all copies of the Technical and Financial proposal shall be placed in a sealed envelope clearly marked “TECHNICAL AND FINANCIAL PROPOSAL”,

***This proposal shall be a one bid envelope***

**“PROCUREMENT OF CONSULTANCY SERVICES FOR REVIEW  
OF THE ORGANIZATIONAL STRUCTURE AND MANAGEMENT  
SYSTEM(S)**

**and clearly marked “DO NOT  
OPEN BEFORE FRIDAY, 7<sup>TH</sup> JUNE, 2019 AT  
11:00 AM.”**

- 2.3.1 The address to send information to the Client is:  
**COMMISSIONER GENERAL  
KENYA REVENUE AUTHORITY  
TIMES TOWER BUILDING  
HAILE SELASSIE AVENUE  
P.O. BOX 48240 – 00100  
TEL: +254 20 310900  
NAIROBI, KENYA.**

2.4.1 The bidder should address the following; **Total marks 70 cut off 60 marks**

I	<b>Specific Experience of the Consultants firms Relevant to the Assignment:</b>
	<p>(i)Experience in undertaking reorganization and job evaluation exercise. The firm should therefore provide proof of having undertaken a job evaluation exercise in at least three organizations within the last five years. by providing the following; <b>(18 marks) i.e. 6 marks for each</b> .Note Indicate the nature of assignment undertaken, name of organization, name of contact person, value of contract and the period of commencement and completion of the assignment</p> <p>a)Letters of appointment</p> <p>b)Certificates/letters of completion</p> <p>c)Reference letters addressed to KRA Staff Pension Scheme</p>
2	<p>Proof of capacity to conduct a review of the Organizational structure and management system.</p> <p>Names and CVs of professional resource persons proposed to carry out the exercise. The exercise will require at least three consultants i.e. Lead consultant and two other Consultants <b>(18 marks) i.e. 6 marks for each</b></p> <p>a) The lead consultant (Project Manager) must have a minimum of a Master's degree in Human Resource Management or a related field with not less than 10 years' experience in organizational review, remuneration surveys, job evaluation and Process re-engineering.</p> <p>b) The other two consultants will have a minimum of a first University degree in Human Resource Management or a related field, five (5) years' experience in Human Resources either as a consultant or as a Human Resources Practitioner with demonstrated experience in Organization review, Job evaluation, and job analysis and remuneration surveys.</p>
3	Work plan, including timeframes on how the assignment will be undertaken within the <b>three months (2 marks)</b>
4	<b>Understanding of the terms of reference demonstrated by a brief analysis of the assignment</b> i.e address all the 8 items on the scope of work in page 37 and 38. <b>(32 marks,4 marks for each item)</b>

2.4.21 The assignment is expected to commence immediately from the date of award.

## SECTION III: TECHNICAL PROPOSAL

### Notes on the preparation of the Technical Proposals

- 3.1** 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 Consultant Firm's own risk and may result in rejection of the 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 firms or the Special Conditions of contract.**

**3.4 The technical proposal shall contain the following:-  
(mandatory)**

The firm should provide information/documentation indicating that they are qualified to provide consultancy services, which should include;

- i. List of Directors with respective shareholding and details of their citizenship,
- ii. Certificate of company Registration/ Incorporation,
- iii. Audited and signed accounts for the last three years,
- iv. The Firm must be registered with IHRM
- v. Valid Tax Compliance Certificate for the firm
- vi. Duly **Completed, Stamped and Signed** Confidential Business Questionnaire
- vii. Description of the methodology and work plan/ execution plan for performing the assignment
- viii. Any proposed staff to assist in the assignment
- ix. Consultancy services activities times' schedule

### **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.

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 three 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:		Professional Staff provided by Your Firm/Entity(profiles):
Name of Client:		Clients contact person for the assignment:
Address:		No of Staff-Months; Duration of Assignment:
Start Date (Month/Year)	Completion Date (Month/Year)	Approx. Value of Services (US\$)
Name of Associated Consultants firms. If any:		No of Months of Professional
		Staff provided by Associated Consultants firms:

Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:	
Narrative Description of project:	
Description of Actual Services (Title of Positions Recruited) Provided:	

Firm's Name: \_\_\_\_\_

Name and Title of Signatory; \_\_\_\_\_

**3. COMMENTS AND SUGGESTIONS OF CONSULTANTS FIRMS ON  
THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES  
TO BE PROVIDED BY THE CLIENT (SECTION V).**

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Responses/Comments should be given in the same order as contained under Section V  
(Terms of Reference), using the same sub-headings and numbering:

Background Information

Service Requirements

Proposed Methodology and Tools

Mobilization Period

Reporting

Duration of the Project

Project Plan

Potential Issues/Risks

Terms of Payment



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

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## **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:

\_\_\_\_\_

## **SECTION VI: - FINANCIAL PROPOSAL**

### **Notes on preparation of Financial Proposal**

The Financial proposal prepared by the Consultant Firm 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 so as to be clearly understood by the procuring entity.

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

**The financial proposal shall contain the following.**

- i. Submission letter indicating total fees**
- ii. Summary of costs**
- iii. Breakdown of fees per activity**
- iv. Breakdown of reimbursable costs/expenses per activity**
- v. Miscellaneous expenses**
- vi. Because of the need to consult on some particular services from time to time, the Consultant firms are required to indicate the individual hourly, daily, weekly or monthly rate for use when continuous engagement is not desirable.**

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

## **SECTION VI       -       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 (\_\_\_\_\_) *[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 in Kshs.	Amount(s)
Subtotal		
Taxes		
Total Amount of Financial Proposal		<hr/>



### 3. BREAKDOWN OF PRICE PER ACTIVITY

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

#### 4. BREAKDOWN OF REMUNERATION PER ACTIVITY

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

### 5. REIMBURSABLES PER ACTIVITY

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

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

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

## 6. MISCELLANEOUS EXPENSES

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

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

## SECTION V: - TERMS OF REFERENCE

---

### REVIEW OF THE ORGANIZATIONAL STRUCTURE AND MANAGEMENT SYSTEM(S) CONSULTANCY SERVICES

---

#### 1. Organizational Background

Kenya Revenue Authority Staff Pension Scheme (KRASPS) is a Defined Contribution Scheme with membership drawn from employees of the Kenya Revenue Authority who are on permanent and pensionable terms of engagement. It has a fund value of approximately Kenya Shillings Twenty Billion (Ksh. 20 Billion) and a total membership of 4,600.

Kenya Revenue Authority Staff Pension Scheme is seeking the services of a competent and experienced firm to provide consultancy services in reviewing the management systems and designing an organisational structure.

#### 2. a) Objective of the Assignment

Assess the effectiveness and efficiency of Scheme's current organizational structure and management system(s) and recommend changes to ensure optimal organizational structure to assist the Scheme in achieving its objectives

This consultancy should therefore, conduct job analysis and determine optimal staffing levels, develop organizational structure for the Scheme in line with its mandate, develop comprehensive job descriptions and specifications, determine Information Technology System requirements for the scheme. In addition, the consultancy will be required to assist the scheme in streamlining its internal processes.

#### b) Reasons for review

1. To enhance compliance with the recent changes in the Laws that govern Occupational Pension Schemes
2. To effectively manage the large size of the Scheme fund
3. To separate the Staff Pension Scheme operations from the Kenya Revenue Authority (KRA) through setting up an autonomous Pension Scheme

#### 3. Scope of work

The consultant will be required to:

- i. Review the current work structures and management system(s) and determine their adequacy for operations
- ii. Review and design a results oriented and functional structures that will improve on the operational efficiency and deliver the Scheme's mandate. The structures developed should enhance compliance

- with the current laws that govern the Occupational Pension schemes.
- iii. Recommend the best Information Technology System(s) requirements with initial and annual licencing costs to run them
- iv. Carry out job analysis and review the current job descriptions for the staff in the Pension unit (the sentence is now rephrased)
- v. Undertake staff rationalization and recommend optimal staffing levels for the unit indicating the total salary costs to the scheme when operating at optimal staffing levels.
- vi. Undertake benchmarking with other comparable Schemes
- vii. Undertake a salary survey and design a remuneration structure that ensures both internal and external equity. Indicate the total salary costs to the scheme when operating at optimal staffing levels
- viii. Prepare and present a detailed re-organization report detailing the process undertaken, findings and recommendations

## 5. Expected Deliverables

The following are the expected deliverables from the assignment.

- a) Functional organizational structures and recommended management systems
- b) Optimal staffing level
- c) Job grading structure
- d) Salary structure
- e) Job descriptions and specifications
- f) Skills Inventory report
- g) Implementation Plan
- h) Final Report on findings and Recommendations. Report to also include;
  - i) Total projected costs for Staffing, Information Systems and legal/regulatory requirements.
  - ii) Timelines for implementation i.e projected time to be taken for each approval phase in fulfilling regulatory/legal requirements.

## 6. Time Line

The exercise is expected to take a maximum period of 90 days from start to completion.

## **7. Qualifications /Requirements of the Bidding Firms**

- I. A firm with a demonstrated practical experience in facilitating major change management involving reorganization, job analysis and evaluation exercises.
  - a) The firm should therefore provide proof of having undertaken an organizational restructuring exercise in at least three organizations in the last five (5) years.
  - b) Provide a detailed methodology and work plan, including timeframes, showing how the assignment will be undertaken and task assignment within the provided timelines.
- II. Names and CVs of professional resource persons proposed to carry out the exercise. The exercise will require at least three consultants with the following as a minimum:
  - a) The lead consultant (Project Manager) must have a minimum of a Master's degree in Human Resource Management or a related field with not less than 10 years' experience in organizational review, remuneration surveys, job evaluation and Process re-engineering.
  - c) The other two consultants will have a minimum of a first University degree in Human Resource Management or a related field, five (5) years' experience in Human Resources either as a consultant or as a Human Resources Practitioner with demonstrated experience in Organization review, Job evaluation, and job analysis and remuneration surveys.



## SECTION VI: STANDARD FORMS

### CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

Part 1 – General																									
1.1	Business Name .....																								
1.2	Location of Business Premises. ....																								
1.3	Plot No..... Street/Road .....																								
	Postal Address .....																								
	Tel No. .... Fax ..... E mail .....																								
1.4	Nature of Business, .....																								
1.5	Registration Certificate No. ....																								
1.6	Maximum Value of Business which you can handle at any one time – USD.....																								
1.7	Name of your Bankers ..... Branch .....																								
Part 2 (a) – Sole Proprietor																									
2a.1	Your Name in Full ..... Age .....																								
2a.2	Nationality ..... Country of Origin ..... Citizenship Details .....																								
Part 2 (b) Partnership																									
2b.1	Given details of Partners as follows:																								
2b.2	<table border="0"> <thead> <tr> <th><u>Name</u></th> <th><u>Nationality</u></th> <th><u>Citizenship Details</u></th> <th><u>Shares</u></th> </tr> </thead> <tbody> <tr> <td>1.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>4.....</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>	1.....				2.....				3.....				4.....							
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1.....																									
2.....																									
3.....																									
4.....																									
Part 2 (c) – Registered Company																									
2c.1	Private or Public .....																								
2c.2	State the Nominal and Issued Capital of Company- Nominal USD ..... Issued USD .....																								
2c.3	Given details of all Directors as follows <table border="0"> <thead> <tr> <th><u>Name</u></th> <th><u>Nationality</u></th> <th><u>Citizenship Details</u></th> <th><u>Shares</u></th> </tr> </thead> <tbody> <tr> <td>1.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>4.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>5.....</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>	1.....				2.....				3.....				4.....				5.....			
<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>																						
1.....																									
2.....																									
3.....																									
4.....																									
5.....																									
Part 3 – Eligibility Status																									



3.1 Are you related to an Employee, Committee Member or Board Member of Kenya Revenue Authority? Yes \_\_\_\_\_  
No \_\_\_\_\_

3.2 If answer in '3.1' is **YES** give the relationship.  
.....  
.....  
.....

3.3 Does an Employee, Committee Member, Board Member of Kenya Revenue Authority sit in the Board of Directors or Management of your Organization, Subsidiaries or Joint Ventures? Yes \_\_\_\_\_ No \_\_\_\_\_

3.4 If answer in '3.3' above is **YES** give details.  
.....  
.....  
.....  
.....  
.....

3.5 Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by Kenya Revenue Authority to provide consulting services for preparation of design, specifications and other documents to be used for procurement of the goods under this invitation? Yes \_\_\_\_\_ No \_\_\_\_\_

3.6 If answer in '3.5' above is **YES** give details.  
.....  
.....  
.....  
.....  
.....

3.7 Are you under a declaration of ineligibility for corrupt and fraudulent practices? YES \_\_\_\_\_ No \_\_\_\_\_

3.8 If answer in '3.7' above is **YES** give details:  
.....  
.....  
.....  
.....  
.....

3.9 Have you offered or given anything of value to influence the procurement process? Yes \_\_\_\_\_ No \_\_\_\_\_

3.10 If answer in '3.9' above is **YES** give details  
.....  
.....  
.....  
.....  
.....  
.....

I DECLARE that the information given on this form is correct to the best of my knowledge and belief.

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

If a Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or registration.

**REPUBLIC OF KENYA**

**STANDARD FORM OF CONTRACT**

**FOR**

**CONSULTING SERVICES**

**Large Assignments**  
**(Lump- Sum payment)**

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## **Special Notes**

- 1     The Lump-Sum price is arrived at on the basis of inputs – including rates – provided by the Consultants firm. The Client agrees to pay the Consultant Firm according to a schedule of payments linked to the delivery of certain outputs, usually reports. Lump-sum contracts have the simplicity of administration, the Client having only to be satisfied with the outputs without monitoring the staff inputs and should be used for large Assignments in for example Design; Engineering; Supervision and Management Services; Master plans; Economic and Feasibility studies; and Surveys.
  
2.   The Contract includes four parts: Form of Contract, the General Conditions of Contract, the Special Conditions of Contract and the Appendices. The Client using this standard contract should not alter the General Conditions. Any adjustment to meet any specific project features should be made only in the Special Conditions.

**CONTRACT FOR CONSULTANTS FIRM'S SERVICES**

**Large Assignments (Lump-Sum Payments)**

between

---

*[name of the Client]*

AND

---

*[name of the Consultants firm]*

Dated: \_\_\_\_\_*[date]*

## FORM OF CONTRACT

### Large Assignments (Lump-Sum Payments)

This Agreement (hereinafter called the "Contract") is made the \_\_\_\_\_ day of the month \_\_\_\_\_ of \_\_\_\_\_ [month], [year], between \_\_\_\_\_, [name of client] of [or whose registered office is situated at] \_\_\_\_\_ [location of office] (hereinafter called the "Client") of the one part AND

\_\_\_\_\_ [name of Consultants firm] of [or whose registered office is situated at] \_\_\_\_\_ [location of office] (hereinafter called the "Consultants firm") of the other part.

#### WHEREAS

- (a) the Client has requested the Consultants firm to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Consultants firm, having presented to the Client that he has the required professional skills and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract;
  - (b) The Special Conditions of Contract;
  - (c) The following Appendices: [**Note:** *If any of these Appendices are not used, they should be deleted from the list*]
    - Appendix A: Description of the Services
    - Appendix B: Reporting Requirements
    - Appendix C: Key Personnel and Sub Consultants firms
    - Appendix D: Breakdown of Contract Price in Foreign Currency
    - Appendix E: Breakdown of Contract Price in Local Currency
    - Appendix F: Services and Facilities Provided by the Client
2. The mutual rights and obligations of the Client and the Consultants firms shall be as set forth in the Contract; in particular:
  - (a) The Consultant Firm shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Client shall make payments to the Consultants firm in accordance with the provisions of the Contract.

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

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

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

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

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

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

For and on behalf of \_\_\_\_\_ *[name of  
Consultants firm]*

*[full name of Consultants firm's  
authorized representative]* \_\_\_\_\_

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

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

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



## 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 Consultants firm 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 Consultants firm’s rights and obligations towards the Client under this Contract;
- (i) “Party” means the Client or the Consultants firm, as the case may be and “Parties” means both of them;
- (j) “Personnel” means persons hired by the Consultants firm or by any Sub-Consultants firm 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 Consultants firm pursuant to this Contract, as described in Appendix A; and
- (m) “Sub Consultants firm” means any entity to which the Consultants firm 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 GENERAL PROVISIONS**

- 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 Client 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 Client or the Consultants firm may be taken or executed by the officials specified in the SC.

- 1.7 Taxes and Duties** The Consultants firm, Sub Consultants firm[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 or such other later date as may be stated in the SC.
- 2.2 Commencement of Services** The Consultants firm shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective or at such other date as may be specified in the SC.
- 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 Consultants firm 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 Client**

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

- (a) if the Consultants firm does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultants firm becomes insolvent or bankrupt;
- (c) if, as a result of Force Majeure, the Consultants firm is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Consultants firm, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause; "corrupt practice" means the offering, giving, receiving or soliciting of 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 Client, and includes collusive practice among Consultants firms (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

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

### **2.6.2 By the Consultants firm**

The Consultants firm may terminate this Contract by not less than thirty (30) days' written notice to the

Client, such notice to be given after the occurrence of any of the following events;

- (a) if the Client fails to pay any monies due to the Consultants firm pursuant to this Contract and not subject to dispute pursuant to Clause 7 within sixty (60) days after receiving written notice from the Consultants firm that such payment is overdue; or
- (b) if, as a result of Force Majeure, the Consultants firm 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 Client shall make the following payments to the Consultants firm:

- (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 CONSULTANTS FIRM**

**3.1**

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

**3.2.1**

**Conflict of Interests  
Consultants firm Not to Benefit from Commissions, Discounts, Etc.**

- (i) The remuneration of the Consultants firm pursuant to Clause 6 shall constitute the Consultants firm's sole remuneration in connection with this Contract or the Services and the Consultants firm shall not accept for his own benefit any trade commission,
- xi

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 Consultants firm shall use his best efforts to ensure that his personnel, any sub Consultants firm[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 Consultants firm shall not engage and shall cause his personnel as well as his sub Consultants firm[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.
- (iii) Where the Consultants firm as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultants firm will comply with any applicable procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants firm in the exercise of such procurement shall be for the account of the Client.

**3.2.2 Consultants firm and Affiliates Not to be Otherwise Interested in Project**

The Consultants firm agrees that, during the term of this Contract and after its termination, the Consultants firm and his affiliates, as well as any Sub-Consultants firm 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 Consultants firm nor his sub-Consultants firm[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.

- 3.2.3 Prohibition of Conflicting Activities** Neither the Consultants firm nor his sub-Consultants firm[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 Consultants firm, his sub-Consultants firm[s] and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 3.4 Insurance to be Taken Out by the Consultants firm** The Consultants firm (a) shall take out and maintain and shall cause any sub-Consultants firm[s] to take out and maintain, at his (or the sub-Consultants firms', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5 Consultants firm's Actions Requiring Client's Prior Approval** The Consultants firm shall obtain the Client's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
  - (b) appointing such members of the personnel not listed by name in Appendix C ("Key Personnel and Sub-Consultants firms").
- 3.6 Reporting Obligations** The Consultants firms shall submit to the Client the reports and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.
- 3.7 Documents prepared by the** All plans, drawings, specifications, designs, reports and other documents and software submitted by the

**Consultants  
firm to Be the  
Property of the  
Client**

Consultants firm in accordance with Clause 3.6 shall become and remain the property of the Client and the Consultants firm shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client together with a detailed inventory thereof. The Consultants firm may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

**4**

**CONSULTANTS FIRM'S PERSONNEL**

**4.1 Description of  
Personnel**

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants firm's Key Personnel are described in Appendix C. The Key Personnel and Sub Consultants firms listed by title as well as by name in Appendix C are hereby approved by the Client.

**4.2 Removal and/or  
Replacement Of  
Personnel**

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultants firm, it becomes necessary to replace any of the Key **Personnel**, the Consultants firm shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants firm shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) The Consultants firm shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

**5**

**OBLIGATIONS OF THE CLIENT**

**5.1 Assistance and  
Exemptions**

The Client shall use his best efforts to ensure that he provides the Consultants firm 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 Consultants firm, then the remuneration and reimbursable expenses otherwise payable to the Consultants firm under this Contract shall be increased or decreased accordingly by agreement between the Parties and corresponding adjustments shall be made to the amounts referred to in Clause 6.2 (a) or (b), as the case may be.

**5.3 Services and Facilities**

The Client shall make available to the Consultants firm the Services and Facilities listed under Appendix F.

**6 PAYMENTS TO THE CONSULTANTS FIRM**

**6.1 Lump-Sum Remuneration**

The Consultants firm's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Sub Consultants firms' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultants firm 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 Services**

For the purposes of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

**6.4 Terms and Conditions of Payment**

Payments will be made to the account of the schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultants firm 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 Consultants firm has submitted an invoice to the Client specifying the amount due.

**6.5 Interest on Delayed**

Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents

**Payment** specified in Clause 6.4. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultants firm 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.

### III. SPECIAL CONDITIONS OF CONTRACT

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

1.1(i) The Member in Charge is \_\_\_\_\_  
[name of Member]

1.4 The addresses are:

Client:

\_\_\_\_\_

Attention:

\_\_\_\_\_

Telephone:

\_\_\_\_\_

Telex;

\_\_\_\_\_

Facsimile:

\_\_\_\_\_

Consultants firm:

\_\_\_\_\_

Attention:

\_\_\_\_\_

Telephone;

\_\_\_\_\_

Telex:

\_\_\_\_\_

Facsimile:

\_\_\_\_\_

1.6 The Authorized Representatives are:

For the Client:

\_\_\_\_\_

\_\_\_\_\_

For the Consultants firm: \_\_\_\_\_

2.1 The date on which this Contract shall come into effect is (\_\_\_\_\_) [date].

**Note:** The date may be specified by reference to conditions of effectiveness of the Contract, such as receipt by Consultants firms of advance payment and by Client of bank guarantee

2.2 The date for the commencement of Services is \_\_\_\_\_ [date]

2.3 The period shall be \_\_\_\_\_ [length of time].

**Note:** Fill in the period, e.g., twenty-four (24) months or such other period as the Parties may agree in writing.

3.4 The risks and coverage shall be:

(i) Professional Liability

\_\_\_\_\_

(ii) Loss of or damage to equipment and property

\_\_\_\_\_

6.2(a) The amount is not in for this contract

6.2(b) The amount in local Currency to be paid will be based on a per centum of the project

6.4 Payments shall be made according to the following schedule:

6.4	Payments shall be made according to:
	<i>The methods stipulated according to the relevant legal provisions of the profession of the lead Consultants firm.</i>

## **IV. Appendices**

### **APPENDIX A – DESCRIPTION OF THE SERVICES**

*Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.*

### **APPENDIX B – REPORTING REQUIREMENTS**

*List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”*

### **APPENDIX C– KEY PERSONNEL AND SUBCONSULTANTS FIRMS**

- List under:*
- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Personnel and staff-months for each.*
  - C-2 List of approved Sub Consultants firms (if already available); same information with respect to their Personnel as in C-1.*

### **APPENDIX D – BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY-NOT APPLICABLE**

*List here the elements of cost used to arrive at the breakdown of the lump-sum price Local Currency option*

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

*This appendix will exclusively be used for determining remuneration for additional services.*

### **APPENDIX E – BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY**

*List here the elements of cost used to arrive at the breakdown of the lump-sum price – local currency portion.*

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

*This appendix will exclusively be used for determining remuneration for additional services.*

## **APPENDIX F – SERVICES AND FACILITIES PROVIDED BY THE CLIENT**

## 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.

\_\_\_\_\_  
\_\_\_\_\_

Please acknowledge receipt of this letter of notification signifying your acceptance.

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.

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