



**REQUEST FOR PROPOSALS
(RFP)**

**CONSULTANCY SERVICES FOR THE SELECTION OF A HR CONSULTANT FOR
STAFF RECRUITMENT SERVICES**

TENDER REF.NO.CAK/TEND/005/2016-2017

**Closing Date: Friday 10TH March 2017
Time: 12.00 Pm**

SERIAL NO.....

TENDER REF.NO.CAK/TEND/005/2016-2017

TABLE OF CONTENTS

| | Page |
|---|-------------|
| INTRODUCTION | 3 |
| Section I - Letter of invitation | 6 |
| Section II - Information to consultants | 6 |
| Section V - Terms of Reference | 6 |
| | |
| SECTION III: Technical Proposal | 18 |
| | |
| SECTION IV: Financial Proposal | 31 |
| | |
| SECTION VI: Standard Forms of Contract | 38 |
| | |
| ANNEXES: | |
| Annex I: Large Assignments: Lump-Sum Payments | |
| | |
| Annex II: Large or Small Assignments: Time-Based Payments | |
| | |
| Annex III: Small Assignments: Lump-Sum Payments | |

INTRODUCTION

1. The Request for Proposal (RFP) has been prepared by Competition Authority of Kenya for the Provision of Consultancy services for Selection of a HR Consultants for Staff Recruitment (Directors, Managers & Senior Positions as advised).
2. The RFP includes Standard form of Contract for Large Assignments and small assignment which are for lump sum or time based payments.
3. The General Conditions of Contract should not be modified and instead the Special Conditions of Contract should be used to reflect the unique circumstances of the particular assignment. Similarly, the information to consultants should only be clarified or amended through the Appendix to information to Consultants.

SECTION I - TENDER NOTICE: LETTER OF INVITATION

Issued on Friday 24th February, 2017

REQUEST FOR PROPOSAL (RFP): FOR CONSULTANCY SERVICES FOR THE SELECTION OF A HR CONSULTANT FOR STAFF RECRUITMENT

The Competition Authority of Kenya (Authority) wishes to invite you to submit a detailed Technical and Financial proposal to provide Consultancy Services for Selection of HR Consultants for Staff recruitment services (Directors, Managers & Senior Positions as advised).

CONSULTANCY SERVICES FOR CONSULTANCY SERVICES FOR THE SELECTION OF A HR CONSULTANT FOR STAFF RECRUITMENT

Interested eligible Consultants may inspect the tender document from Competition Authority of Kenya, Procurement Office, Kenya Railways HQs, Block Ground Floor, workshop Road off, Haile Selassie Avenue during normal working hours (8.00 A.M – 5.00 P.M.) or may alternatively be downloaded from **CAK's website www.cak.go.ke or IFMIS Supplier Portal or www.supplier.treasury.go.ke** free of charge. Upon download of the tender document bidders should notify the Procurement department, info@cak.go.ke and tenders@cak.go.ke.

Tender Documents detailing the requirements (Terms of Reference Document and Request for Proposal) may be obtained from Kenya Railways HQs, Block Ground Floor, workshop Road off, Haile Selassie Avenue , during normal working hours upon payment of a non-refundable fee of Kenya shillings: one thousand shillings (**Kes.1000.00**) in cash or bankers Cheque payable to **Competition Authority of Kenya**. Bid documents may alternatively be downloaded from **CAK's website www.cak.go.ke or IFMIS Supplier Portal or www.supplier.treasury.go.ke** free of charge. Upon download of the tender document, bidders will be required to register their tenders with Procurement Office at Procurement Office, Kenya Railways HQs, Block Ground Floor, workshop Road off, Haile Selassie Avenue during normal working hours. This is important for communication in case of clarification.

TENDER REF.NO.CAK/TEND/005/2016-2017

Bidders are required to submit along with the tender, a security bid bond of Kes. 100,000.00 from a reputable bank or insurance firm approved by Public Procurement Oversight Authority (PPRA). The security bid bond should be valid for a period of 90 days from the date of tender opening.

The tender sum quoted should be inclusive of all taxes, and must be in Kenya Shillings and the tender shall remain valid for 90 days from the closing date.

Submission

Technical Proposal and Financial Proposal shall be marked "**ORIGINAL**" or "**COPY**". The original and copy of the Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL**". The original and copy of the Financial Proposal shall be placed in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and indicated: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**". Both envelopes shall be placed into an outer envelope, sealed and marked **REQUEST FOR PROPOSAL (RFP): FOR CONSULTANCY SERVICES FOR SELECTION OF A HR CONSULTANTS FOR THE STAFF RECRUITMENT**.

TENDER REF.NO.CAK/TEND/005/2016-2017 and deposited in the Tender Box situated at Kenya Railways Building Block "D" Ground Floor or sent by post to:

**Director General
Competition Authority of Kenya
Kenya Railways Building, Block "D"
P. O. Box 36265 – 00200
Nairobi, Kenya**

So as to reach **not later than Friday 10th March, 2017 at 12.00pm (Noon)**. Proposals submitted later than the indicated closing date and time shall automatically be disqualified. Bidders and their representatives may attend and witness the opening of the RFP to be held at the CAK conference Room located on the Ground floor, Kenya Railways Building, Block D.

TENDER REF.NO.CAK/TEND/005/2016-2017

CONSULTANCY SERVICES FOR THE SELECTION OF A HR CONSULTANT FOR STAFF RECRUITMENT SERVICES

1.1 The Competition Authority of Kenya invites proposals for the above consultancy services

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 - Technical Proposal
- Section IV - Financial Proposal
- Section V - Terms of Reference
- Section VI - Standard Forms of Contract

1.3 Upon receipt, please inform us:

- (a) that you have received the letter of invitation
- (b) whether or not you will submit a proposal for the assignment

SECTION II: - INFORMATION TO CONSULTANTS (ITC)

Table of Contents

- 2.1 Introduction
- 2.2 Clarification and amendment of RFP document
- 2.3 Preparation of Technical Proposals
- 2.4 Preparation of Financial Proposal
- 2.5 Submission, Receipt and Opening of proposals
- 2.6 Proposal Evaluation general
- 2.7 Evaluation of Technical Proposal
- 2.8 Public opening and evaluation of Financial Proposal
- 2.9 Negotiations
- 2.10 Award of Contract
- 2.11 Confidentiality
- 2.12 Corrupt or fraudulent practices

2.1 Introduction

- 2.1.1 The Competition Authority of Kenya (CAK) (herewith referred to as the client) will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in Appendix to Information To Consultants (ITC). 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 separately, as specified in the Appendix "ITC".
- 2.1.3 The consultants 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 are encouraged to liaise with the CAK regarding any information that they may require before submitting a proposal as provided in Appendix "ITC".
- 2.1.4 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.
- 2.1.5 The CAK employees, committee members, board members and their relatives (spouse and children) are not eligible to participate.
- 2.1.6 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) The key professional staff proposed must be permanent employees of the firm/firms or have an extended and stable working relationship that is not less than 2 (two) years contract.

- (iv) Proposed professional staff must as a minimum, have the experience indicated in evaluation of technical proposal, 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. (proposed staff will not be substituted during the course of the assignment unless approved by the Authority's)

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, 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 using the factors proposed 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.
- (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 training strategy for capacity building.

Any additional information requested will be in Appendix "Information to consultants".

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 4). 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 "ITC" specifies otherwise.

2.4.3 Consultants shall express the price of their **services in Kenya Shillings inclusive of all taxes.**

2.4.4 Authority'ss 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 90 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 who do not agree shall have the right not to extend the validity of their proposal.

2.5 Submission, Receipt, and Opening of Proposals

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

2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix "ITC". 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 copy of the Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL**," and the original and copy of the Financial Proposal shall be placed in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**".

Both envelopes shall be placed in an outer envelope and sealed and marked.

"REQUEST FOR PROPOSAL (RFP) FOR: CONSULTANCY SERVICES FOR SELECTION OF A HR CONSULTANTS FOR STAFF RECRUITMENT SERVICES (TENDER NO.CAK/TEND/005/2016-2017" AND "DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE."

The tender advertisement period commences from the date the tender was uploaded in the CAK and IFMIS Portals (that is from 22nd, February 2016).

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.

TENDER REF.NO.CAK/TEND/005/2016-2017

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* (CAK) department up to the time for public opening.

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.

2.6.3 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.6.4 The method of selection is as indicated in Appendix "ITC".

2.7 Evaluation of Technical Proposal

When preparing the technical and the financial proposals the Consultant MUST make reference to Sections III and IV respectively and must comply with the guidelines provided. Consultants who do not submit a Tender Security in the format requested will be automatically disqualified. The tender security should be valid for period of ninety (90) days from the date of tender opening and from a reputable bank or insurance firm approved by the Public Procurement Regulatory Authority (PPRA) must be enclosed together with the Financial Proposal.

The Evaluation Committee appointed by the Director-General shall evaluate the proposals on the basis of their responsiveness to the Compliance of Mandatory Requirement, Terms of Reference, Technical and Financial Criteria as follows:-

2.7.1 Mandatory Requirements

The Request for proposal MUST be submitted with the following mandatory requirements: -

| | Criteria | Yes/No |
|----|--|--------|
| 1 | Has the firm's profile and physical address in Kenya been provided? | |
| 2 | Has the firm provided signed copies of audited financial statements (i.e. financial position, financial performance, cash flow statement, notes to the Accounts) comparable accounts for the last three (3) years (2013, 2014 and 2015)? | |
| 3 | Has the bidder provided Company Registration Certificate- attach copy | |
| 4 | Has the bidder provided a Tender security(Ksh 100,000) as prescribed by PPRA- attach | |
| 5 | Has the bidder provided Valid Tax Compliance Certificate or proof of exemption- attach copy | |
| 6 | Has the bidder completed the confidential business questionnaire? | |
| 7 | Has the bidder completed a self-declaration that the bidder/person will not engage in any corrupt or fraudulent practice? | |
| 8 | Has the bidder completed a self-declaration that the bidder/person is not debarred in the matter of public procurement? | |
| 9 | Bidder must submit two copies marked "Original" and two copies marked (Separated) "Copy" of each of the proposals (Technical & Financial) | |
| 10 | Has the bidder availed evidence of having undertaken a similar job in the last five (5) years? Attach at least four (4) reference letters and their contacts indicating contract amount. | |
| 11 | Are the bid documents bound and serialized (page numbered)? | |
| 12 | State the tender validity period. Should be 90 days from the date the tender is opened. | |

TENDER REF.NO.CAK/TEND/005/2016-2017

Only bidders who comply with the mandatory requirements shall be subjected to technical evaluation. The evaluation of mandatory requirement shall be **YES** or **NO**. A bidder must score a YES in all items to qualify for technical evaluation.

Where the bidder is a joint venture (consortium), each member of the consortium shall be subjected to the mandatory requirements (1-7) independently. The Consortium must provide a contract agreement as proof of the joint venture.

2.7.2 Technical Evaluation Criteria

| No. | Criteria | Score |
|---------|--|-----------------|
| 2.7.2.0 | Company Information/Details | 5 Points |
| 2.7.2.1 | <p>(i)Company Profile: - Ownership (Directors)-Mission, Vision, Organization Structure, objectives, physical address,</p> <p>(ii)Financial Performance: - Demonstrate the financial capability based on the firm’s audited financial statement for the years 2013, 2014 and 2015 (financial ratios – current ratio (2:1), operating cashflow ratio (1:1), quick ratio (1:1).</p> | |
| 2.7.2.3 | Experience of the Firm/Staff related to assignment | 35Points |
| 2.7.2.1 | <p>Capacity to provide the services</p> <p>(i)Specific experience in Staff recruitment services similar to ones in the selected sector. For each similar assignment profile the proposed staff, duration of the assignment and contract amount. (20Points).</p> <p>Similar Assignments in last five (5) years:</p> <ul style="list-style-type: none"> • Nil Assignment – 0 (Points) • 1 Assignment – 5(Point) • 2 Assignments – 10 (Points) • 3 Assignments – 15(Points) • 4 Assignments – 20(Points) <p>(ii)Firms are expected to demonstrate adequate experience in providing similar services to those described.</p> <p>By way of submitting Reference letters and contacts from four (4) reputable institutions/organization where similar assignments have been carried out</p> | |

| | | |
|----------------|--|-----------------|
| | <p>and satisfactorily completed in the last five (5) years. (10Points)</p> <ul style="list-style-type: none"> • 1 reference letter – 2(Points) • 2 reference letters – 4 (Points) • 3reference letters – 6(Points) • 4reference letters – 10(Points) <p>Qualifications and experience of key staff. (5 Points)</p> <p>Firms should demonstrate capacity of staff to handle the project</p> <ul style="list-style-type: none"> -Team leader -Other three(3) team members <p>Firms are expected to have qualified and experienced team to undertake the project. Firms should provide CVs (in the format provided in the tender documents) for the project team. Also provide copies of certificates and testimonial for the project team.</p> | |
| 2.7.2.2 | <p>Understanding & Interpretation of TORs</p> <p>Firms are expected to demonstrate an understanding of the services</p> <p>Methodology & Approach</p> | 15Points |
| 2.7.2.3 | <p>Methodology & Approach</p> <p>Firms should provide a detailed methodology and approach with a clear identification of operational areas, nature of tasks and frequency of operation will provide an indication of how well the specifications and desirable standards of service will be attained.</p> | 15Point |
| 2.7.2.4 | <p>Work plan and work schedule</p> <p>Firms should provide detailed work plan outlining specific tasks, frequency of tasks, time required, and manpower and equipment requirements. The schedule so provided will indicate how the firm intends to deploy its staff and equipment throughout the contract period.</p> | 10Points |

Only bidders who will attain a threshold score of 80% (64/80 Points) and above in the technical evaluation will be considered technically responsive and subjected to financial evaluation.

2.7.3 Financial Evaluation to Carry 20%

Tenderers are required to submit along with the tender, a security bid bond of **Kes. 100,000/=** from a reputable bank or insurance firm approved by **PPRA**. The

security bid bond should be valid for a period of 90 days from the date of tender opening and shall be read out during the time of opening of the tenders.

Pursuant to Section 139 of the Public Procurement and Asset Disposal Act, 2015, No contract price shall be varied upwards within twelve (12) months from the date of signing the contract and any variation after the twelve months shall be based on the provisions of subsections 4 (a-e) as stipulated in the same Act.

2.7.4 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". Each responsive proposal will be given a technical score (St).

2.8 Public Opening and Evaluation of Financial Proposal

2.8.1 After Technical Proposal evaluation, CAK shall notify those bidders whose proposals did not meet the minimum qualifying points or were considered non responsive to the request for proposal and terms of reference and return their unopened financial proposals. 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 (FS) shall be as follows;-

The Authority will use Quality Based Selection Method (QCBS) to select the most competitive bidder.

$SF = 100 \times \frac{F_m}{F}$ where SF 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 (ST) and financial scores (SF) using the weights (T=the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + p = 1$) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows: - $S = ST \times T \% + SF \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

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

2.8.7 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price

2.8.8 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.
- 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. The assignment is estimated to take a period of **6 months**.
- 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.

- (e) Performance bond at the rate indicated in the Appendix "ITC". Successful bidders will be required to submit a performance bond of 10% of the total bid price from a reputable bank or financial institution approved by Public Procurement and Regulatory Authority (PPRA). The bond shall be valid for a period of six (6) months from the date of signing contract.
- (f) The bank or financial institution providing the performance bond shall be obliged to pay an additional interest of one (1%) for every day of payment delay after ten (10) working days from the receipt of the claim in the event the contract is terminated.

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 consultant 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 (ITC)

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

- 1.1 The Name of the Client: Competition Authority of Kenya
 - 1.1.1 The method of selection is: **Quality and Cost Based Selection (QCBS)**. Method takes into account the quality of the proposal and the cost of the services in the selection of the successful bidder.
 - 1.1.2 The name, objective and description of the assignment (refer to Terms of Reference)

1.1.3 Technical and Financial Proposals(Separated) are requested: **Yes**

2.1.4 The Client will provide all documentations relevant to the assignment.

2.5.2 Consultants **MUST** submit two copies marked “original” and two copies marked “copy” of each of the proposals.

2.5.3 The proposal submission address is:

Director General
Competition Authority of Kenya
Kenya Railways Building, Block “D”
P. O. Box 36265 – 00200
Nairobi, Kenya

2.5.4 The Bids should be deposited in the Tender Box at the Authority’s Offices on the address below not later than **Friday 10th March, 2017 at 12.00 p.m.** All late submissions will be rejected.

2.7.1 The minimum technical score required to pass is **80%; only bidders who score (64/80 Marks) i.e. 80 % and above will be subjected to financial evaluation.** Those who score below 80% will be eliminated at this stage from the entire evaluation process and will not be considered further.

2.8.5 Bidders will be ranked according to their combined technical (TS) and financial (FS) scores using the weights (T=the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + p = 1) indicated below. The combined technical and financial score, S, shall be calculated as follows:-

$$S = TS \times T \% + FS \times P \%$$

Weighting

$$T = 0.80$$

TENDER REF.NO.CAK/TEND/005/2016-2017

P = 0.20

2.8.6 The method of selection is: **Quality Cost Based Selection Method** (Quality of proposal; -technical and prices taken into consideration (Tender shall be awarded to the technically and financially responsive bidder with the highest combined score).

2.10 Before notification of award, the successful bidder will be subjected to due diligence. An unfavorable reference may lead to disqualification.

2.10.2 The contract period will run for about **two (2) years** with effect from the date of signing the contract.

DATA SHEET

| Clause Ref: | General |
|-------------|--|
| 1.1 | <p>1 Name of Client: The procuring entity is CAK</p> <p>2.Recipient:The Services shall be delivered to CAK</p> <p>3.Method of Selection: Quality of Cost Based Selection(QCBS)</p> |
| 1.2 | The name and reference number of the Invitation to Bid is Tender No: CAK/TEND/005/2016-2017, Consultancy services for the selection of a HR consultant for staff recruitment. |
| 1.3 | <p>Clarifications</p> <p>1. Requests for clarification quoting the tender number and title must be received by 12.00pm East African time on 1st March 2017.Clarification requests received after this date and time shall not be responded to. Response to queries are expected to have been sent out to all bidders by 03rd March 2017.</p> <p>2. Clarifications on any aspect of this RFP including the detailed terms of reference must be addressed and submitted to the CAK-Procurement Unit on official letterhead only by registered mail or hand delivered to the address and contacts below.</p> <p>3.The address and contact for submitting proposal and requesting clarifications is as follows:-</p> <p style="text-align: center;">The Director General Competition Authority of Kenya P.O. Box 36265-00200 Nairobi-Kenya</p> |
| | 2.0 Preparation of Proposal |
| 2.1 | The currency specified for this proposal is Kenya shillings |
| 2.2 | The proposal(s) must remain valid for 90 days from the date of submission |
| 2.3 | The bidder shall submit one (1) original and one (1) copy of its Technical & Financial proposal separately. |
| | 3.0 Submission of Proposal |
| 3.1 | Proposals must be received deposited in the tender box before 12.00 noon East African Time(GMT +3) on Friday,10th March 2017 .at the address indicated in 1.3 |
| 3.2 | Bidders must submit the original and copy of the technical proposal as well as the original of the Financial proposal and copy. In both cases the proposal must be printed in indelible ink and clearly bound. The original copy must be clearly marked "Original" and copy marked clearly as "Copy"(Seperated) |
| 3.3 | Submission of proposal by electronic mail is not allowed |

TENDER REF.NO.CAK/TEND/005/2016-2017

| 3.4 | <p>Opening of technical and financial proposals</p> <p>1. Opening of technical proposal shall be undertaken immediately following the proposal submission. Bidders or their authorized representatives are allowed to attend and observe the technical proposal opening if they so choose. The bidders or their representatives shall sign a register of attendance.</p> <p>2. The bidder's names and the presence or absence of Bidder's Declaration integrity pact and other such details as the CAK, at its discretion, may consider appropriate will be announced at the opening.</p> <p>1. The opening of financial proposals shall be undertaken only for bidders whose technical proposals meet the minimum technical score as detailed in clause 4.2 below.</p> <p>2. Bidders who do not meet the minimum technical score shall not proceed to the financial evaluation stage and shall have their unopened financial proposal returned to them.</p> | | | | | | |
|---|---|------|-----------------|---|---|---|----|
| | <p>4.0 Evaluation and comparison of Proposals</p> | | | | | | |
| 4.1 | <p>Currency: The currency for evaluation process will be Kenyan Shillings</p> | | | | | | |
| 4.2 | <p>Proposal evaluation and criteria and process</p> <p>In assessing the proposals submitted, the tender processing committee/Evaluation committee will carry out 4 stage (Quality and Cost Based Selection process) as follows:</p> <p>1.Mandatory</p> <p>Firms must provide all the mandatory requirements. Only firms that meet all mandatory requirements proceed to technical evaluation</p> <p>2.Technical evaluation</p> <p>(a) The technical evaluation will be on a scoring system marked out of a maximum of 80 marks. Only proposals that score at least 64/80 =80% in this technical evaluation will be deemed to be technically responsive and eligible for Stage 2.Marks will be awarded according to the following matrix</p> <table border="1" data-bbox="375 1465 1339 1837"> <thead> <tr> <th data-bbox="375 1465 1040 1549">Item</th> <th data-bbox="1040 1465 1339 1549">Criterion Total</th> </tr> </thead> <tbody> <tr> <td data-bbox="375 1549 1040 1703"> 1. Company Profile <ul style="list-style-type: none"> • Ownership- • Financial Performance :-Profitability index & Liquidity Ration </td> <td data-bbox="1040 1549 1339 1703">5</td> </tr> <tr> <td data-bbox="375 1703 1040 1837"> 2 .Capacity <ul style="list-style-type: none"> • Experience in Similar assignments at least five projects - (Proof of assignments by letters of recommendation & contacts. </td> <td data-bbox="1040 1703 1339 1837">35</td> </tr> </tbody> </table> | Item | Criterion Total | 1. Company Profile <ul style="list-style-type: none"> • Ownership- • Financial Performance :-Profitability index & Liquidity Ration | 5 | 2 .Capacity <ul style="list-style-type: none"> • Experience in Similar assignments at least five projects - (Proof of assignments by letters of recommendation & contacts. | 35 |
| Item | Criterion Total | | | | | | |
| 1. Company Profile <ul style="list-style-type: none"> • Ownership- • Financial Performance :-Profitability index & Liquidity Ration | 5 | | | | | | |
| 2 .Capacity <ul style="list-style-type: none"> • Experience in Similar assignments at least five projects - (Proof of assignments by letters of recommendation & contacts. | 35 | | | | | | |

| | |
|--|-----------|
| <ul style="list-style-type: none"> • Qualification and experience of key staff -Team leader - -3 other Team members - | |
| 3. Understanding & Interpretation of TOR,s | 15 |
| 4.Methodology & Approach | 15 |
| 5.Work plan & work schedule | 10 |
| Total technical Score | 80 |

3.Financial evaluation

The financial evaluation will allocate the least –cost qualified bidder (i.e. the bidder with the lowest cost quotation among those who attain a score of at least 80% in the overall technical evaluation) with a maximum financial score of 20%.Other qualifying bidders will then have their financial scores reduced in proportion to their excess over minimum qualifying cost quotation.

The formula

$P_c = L_p/P \times 30$ shall be used where: P=Price, P_c =Percentage allocated, L_p = Lowest price quoted

4.Total proposal score

A total proposal score will then be ascribed to each qualifying bidder, as the sum of:

- Technical score 80%;and
- Financial score 20% as calculated above.

Finally, bidders will be ranked by total proposal score and the highest scoring bidder overall will be selected as the successful bidder. Where, the highest scoring bidder is unable to confirm availability of the work, the next highest combined scoring bidder will be selected as the successful bidder.

SECTION III: - TECHNICAL PROPOSAL

3. 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

Table of Contents

1. Technical proposal submission form
2. Firms references
3. Comments and suggestions of consultants on the Terms of reference and on data, services and facilities to be provided by the procuring entity
4. Description of the methodology and work plan for performing the assignment
5. Team composition and Task assignments
6. Format of curriculum vitae (CV) for proposed Professional staff
7. Time schedule for professional personnel
8. Activity (work schedule)

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

TENDER REF.NO.CAK/TEND/005/2016-2017

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

Firm's Name: _____

Name and title of signatory; _____

TENDER REF.NO.CAK/TEND/005/2016-2017

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.

4. 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:

TENDER REF.NO.CAK/TEND/005/2016-2017

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

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

Months (in the Form of a Bar Chart)

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____
Title: _____

Address: _____

8. ACTIVITY (WORK) SCHEDULE

[1st, 2nd and 3rd, are months from the start of assignment)

| | 1st | 2nd | 3rd | | | | | | |
|-----------------|-----|-----|-----|--|--|--|--|--|--|
| Activity (Work) | | | | | | | | | |
| _____ | | | | | | | | | |
| _____ | | | | | | | | | |
| _____ | | | | | | | | | |
| _____ | | | | | | | | | |

(b). Completion and Submission of Reports

| Reports | Date |
|---|------|
| 1. Inception Report | |
| 2. 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 Seven (7) Standard forms below.

SECTION IV: FINANCIAL PROPOSAL STANDARD FORMS

Table of Contents

1. Financial Proposal submission form
2. Summary of Costs
3. Breakdown of remuneration per activity
4. Reimbursable per activity
5. Miscellaneous expenses
6. Bidders declaration.

1. FINANCIAL PROPOSAL SUBMISSION FORM

To: _____ [Date] _____

[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(ies) | Amount(s) |
|------------------------------------|---------------|-----------|
| Subtotal | | |
| Taxes | | |
| Total Amount of Financial Proposal | | _____ |

3. BREAKDOWN OF PRICE PER ACTIVITY

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

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

5. REIMBURSIBLES PER ACTIVITY

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

Activity No: _____

Name: _____

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

6. MISCELLANEOUS EXPENSES

Activity No. _____ Activity Name: _____

| No. | Description | Unit | Quantity | Unit Price | Total Amount |
|-----|---|------|----------|------------|--------------|
| 1. | Communication costs (telephone, telegram, telex) | | | | |
| 2. | | | | | |
| 3. | Drafting, reproduction of reports | | | | |
| 4. | Equipment: computers etc. | | | | |
| | Software | | | | |
| | Grand Total | | | | _____ |

SECTION V: - TERMS OF REFERENCE

CONSULTANCY SERVICES FOR SELECTION OF A HR CONSULTANTS FOR STAFF RECRUITMENT SERVICES

Objectives of the Assignment

- (a) The objective of this assignment is to select suitable persons to fill the vacant positions in the authority, as they are declared in the next two (2) years, to enable the authority to perform its functions and exercise its powers.
- (b) The persons selected will be expected to be competent, skilled experienced and to be the best, in a demonstrable manner, among the applicants, in their respective fields of profession.
- (c) Also, the assignment is expected to identify persons with vision, charisma and smart power coupled with contextual intelligent. The persons are also expected to meet the threshold of leadership, integrity, national values and principle of governance as set out in the constitution and other governing statutes.

Scope of work

- (a) The Authority is seeking the services of a Consultant to lead the process of identifying suitable person to fill the positions of the Authority's Director Competition and Consumer protection, Director Policy, Research and Advocacy, Director Corporate Services, Manager, Policy Research and Advocacy, Manager Communications and External relations and other senior position as the Consultant may be advised, by the Authority, from time to time for a period of two (2)
- (b) In undertaking this process, the Consultant should take cognizant of the need for effective competition regulation and consumer protection, as outlined in various Government documents, and; therefore, ensure the persons identified will steer the Authority to achieve its mandate effectively and efficiently. The Consultant shall collect and use of available information and also apply sound technical practices and methods in carrying out the assignment.
- (c) To achieve this task, the Consultant will be required to adhere to Terms of Reference stated below and where necessary expand the scope. Specifically, the consultant is expected to undertake the following:-

- Consult widely with the Authority's Chairman and Director General;
- Consult with the Authority's or any other designated representative draw a roadmap to guide the process;
- To review key documents pertaining to the process including the Act, the Authority's Strategic Plan, Performance Contract, and also the respective job descriptions and specifications;
- Prepare the jobs advertisement, in consultation with Chairman/Director General, inviting applicants to submit their applications for the positions to the Consultant.
- Forward the advertisement to the Authority for placement in three (2) Dailies of wide circulation.

The Consultant shall receive, capture all applications submitted, shortlist candidates and also conduct interviews. He shall also conduct psychometric tests on five (5) best applicants for each position.

After the interviews for each declared position, the Consultant shall prepare and forward a Report highlighting the names of the first five (5) successful applicants, in order of merit, indicating their total scores and also scores per each interview's area/category. The Report should include the list of all applicants' qualifications, the five best applicants' curriculum vitae; salary expectations and other remunerative demands; standard requisite Clearance Reports, including those from the Criminal Investigations Department, Ethics and Anti – Corruption Authority's; registered Credit Reference Bureaus and Higher Education Loans Board (HELB), Kenya Revenue Authority and also the Psychometric Test results. In addition, the report should include the Consultant's brief remarks/observations regarding each applicant.

Deliverables

The prime deliverable is identification and forwarding of five (5) persons to the Authority's through the Chairman, to fill positions declared to the Consultant.

(a) The other expected outputs include:-

- (b) Reports, indicating attendance of the meetings conducted through the selection process;
- (c) Draft and final job advertisement for placing in the three (2) Dailies and;
- (d) The final Report forwarding the list of all applicants and the five (5) persons, as articulated above.

Assignment Milestone

For each declared position, the Consultant will be required to present an output within the days as detailed in tables below:-

| Output | Number of days |
|---|-----------------------|
| 1 st draft and zero draft job advertisement | 3 days |
| Capturing of data, short listing & interviews | 20 days |
| Presentation of final report to the Authority, after the interviews | 3 days |

Engagement Period

The engagement period for the Consultant will be two (2) years after signing of the contract. However, the payment shall be as per each declared positions and it will be expected to take twenty six (26) days each as per the table above.

Management and coordination of the assignment

The Authority will provide technical guidance to the Consultant. The Consultant will be required to conduct the assignment by working directly with the designated representative (s) from the Authority. The Consultant shall also be expected to brief the Chairman or any other designated person on the progress being made on regular basis.

Terms and conditions of payment

The payment shall be one hundred percent (100) upon submission and acceptance of the report for each vacancy.

SECTION VI:

STANDARD FORMS OF CONTRACT

- a. ANNEX I – LARGE ASSIGNMENTS (LUMP-SUM PAYMENTS)
- b. ANNEX II – LARGE AND SMALL ASSIGNMENTS (TIME - BASED PAYMENTS)
- c. ANNEX III – SMALL ASSIGNMENTS (LUMP-SUM PAYMENTS)

NOTES

- 1. LARGE ASSIGNMENT ____ Exceeding Kshs. 5,000,000
- 2. SMALL ASSIGNMENT ____ Not exceeding Kshs. 5,000,000
- 3. TIME BASED PAYMENT ____ Time based fixed fee. Exact duration of contract not fixed
- 4. LUMP-SUM PAYMENT ____ Stated fixed contract sum.

ANNEX I

REPUBLIC OF KENYA

STANDARD FORM OF CONTRACT

FOR

CONSULTING SERVICES

Large Assignments
(Lump- Sum payment)

CONTENTS

Special notes..... i

Contract for Consultant's Services..... ii

I Form of Contract..... iii

II General Conditions of Contract..... iv

1. General Provisions..... iv

1.1 Definitions..... v

1.2 Law Governing the Contract..... v

1.3 Language..... vi

1.4 Notices..... vi

| | | |
|--|-----------|-----------|
| 1.5 Location..... | vi | |
| 1.6 Authorized Representatives..... | vi | |
| 1.7 Taxes Duties..... | vi | and |
| 2. Commencement, Completion, Modification and Termination Contract..... | vi | of |
| 2.1 Effectiveness Contract..... | vi | of |
| 2.2 Commencement Services..... | vi | of |
| 2.3 Expiration Contract..... | vi | of |
| 2.4 Modification..... | vii | |
| 2.5 Force Majeure..... | vii | |
| 2.5.1 Definition..... | vii | |
| 2.5.2 No Contract..... | vii | Breach of |
| 2.5.3 Extension Time..... | vii | of |
| 2.5.4 Payments..... | vii | |
| 2.6 Termination..... | vii | |
| 2.6.1 By Client..... | vii | the |
| 2.6.2 By Consultant..... | viii | the |

| | |
|---|----------------------------------|
| 2.6.3 Payment | upon |
| Termination..... | viii |
| 3. Obligations | of the |
| Consultant..... | ix |
| 3.1 General..... | |
| ix | |
| 3.2 Conflict | of |
| Interests..... | ix |
| 3.2.1 Consultant Not to Benefit from Authority'ss, Discounts, etc..... | ix |
| 3.2.2 Consultant and Affiliates Not to Be Otherwise Interested in Project..... | x |
| 3.2.3 Prohibition | of Conflicting |
| Activities..... | x |
| 3.3 Confidentiality..... | |
| x | |
| 3.4 Insurance | to be Taken Out by the |
| Consultant..... | x |
| 3.5 Consultant's | Actions Requiring Client's Prior |
| Approval..... | x |
| 3.6 Reporting | |
| Obligations..... | xi |
| 3.7 Documents Prepared by the Consultant to Be the Property of the Client | xi |
| 4 Consultant's | |
| Personnel..... | xi |
| 4.1 Description | of |
| Personnel..... | xi |
| 4.2 Removal | and/or Replacement |
| Personnel..... | xi |
| 5 Obligations | of the |
| Client..... | xii |
| 5.1 Assistance | and |
| Exemptions..... | xii |
| 5.2 Change | in the Applicable |
| Law..... | xii |
| 5.3 Services | and |
| Facilities..... | xii |
| 6 Payments | to the |
| Consultant..... | xii |

| | |
|---|--------------|
| 6.1 Lump-Sum | Remuneration |
| | xii |
| 6.2 Contract Price..... | |
| xii | |
| 6.3 Payment for Additional Services..... | xii |
| 6.4 Terms and Conditions of Payment..... | xii |
| 6.5 Interest on Delayed Payments..... | xiii |
| 7 Settlement of Disputes..... | xiii |
| 7.1 Amicable Settlement..... | |
| xiii | |
| 7.2 Dispute Settlement..... | |
| xiii | |
| III Special Conditions of Contract..... | xiii |
| IV Appendices..... | |
| | xv |
| Appendix A – Description of the Services..... | xv |
| Appendix B – Reporting Requirements..... | xv |
| Appendix C – Key Personnel and Sub consultants..... | xv |
| Appendix D – Breakdown of Contract Price in Foreign Currency..... | xv |
| Appendix E – Breakdown of Contract Price in Local Currency..... | xv |
| Appendix F – Services and Facilities provided by the Client..... | xv |

(i)

Special Notes

1. The Lump-Sum price is arrived at on the basis of inputs – including rates – provided by the Consultant. The Client agrees to pay the Consultant 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.

(ii)

CONTRACT FOR CONSULTANT'S SERVICES

Large Assignments (Lump-Sum Payments)

Between

[name of the Client]

AND

[name of the Consultant]

Dated: _____ [date]

(iii)

I. 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 consultant] of [or whose registered office is situated at]

_____ [location of office] (hereinafter called the "Consultant") of the other part.

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Consultant, having presented to 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

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

(iv)

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

(a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and

(b) The Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

For and on behalf of _____ [name of client]
[full name of Client's

authorised representative _____

[title] _____

[signature] _____

[date] _____

For and on behalf of _____ [name of consultant]

[full name of Consultant's

authorized representative]_____

[title]_____

[signature]_____

[date]_____

(v)

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Contract Price" means the price to be paid for the performance of the Services in accordance with Clause 6 here below;
- (d) "Foreign Currency" means any currency other than the Kenya Shilling;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of the Republic of Kenya;
- (g) "Local Currency" means the Kenya Shilling;

- (h) "Member", in case the Consultant consists of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and
"Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract;
- (i) "Party" means the Client or the Consultant, as the case may be and "Parties" means both of them;
- (j) "Personnel" means persons hired by the Consultant or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof;
- (k) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented; (l) "Services" means the work to be performed by the
Consultant pursuant to this Contract, as described in
Appendix A; and
- (m) "Sub consultant" means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

(vi)

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

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

1.4 Notices Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered

mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 Location The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Kenya or elsewhere, as the 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 Consultant may be taken or by the officials specified in the SC.

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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

2.2 Commencement of Services The Consultant shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective or at such other date as may be specified in the SC.

2.3 Expiration of Unless terminated earlier pursuant to Clause 2.6, this

Contract

Contract shall terminate at the end of such time period, after the Effective Date, as is specified in the SC.

(vii)

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

2.5 Force Majeure

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

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

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

2.5.4 Payments

During the period of his inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by him during such period for the purposes of the Services and in reactivating the

2.6 Termination

Service after the end of such period.

2.6.1 By the

The Client may terminate this Contract by not less than thirty (30)

Client

days' written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in this Clause;

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

(viii)

- (b) if the Consultant becomes insolvent or bankrupt;
- (c) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

- (d) if the Consultant, in the judgement of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action

of a public official in the selection process or in Contract execution.

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

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

2.6.2 By the Consultant

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

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

2.6.3 Payment upon

Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following

Termination payments to the Consultant:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) and (b)

of Clause 2.6.1, reimbursement of any reasonable costs incident to

(ix)

the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

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

3.2 Conflict of Interests

3.2.1 Consultant Not to Benefit from Authority'ss, Discounts,

- (i) The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and the Consultant shall not accept for his own benefit any trade Authority's, discount or similar payment in connection with

Etc.

activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his

personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.

- (ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and his/their personnel not to engage in the activity of a purchaser(directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.
- (iii) Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any applicable procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client.
Any discounts or Authority'ss obtained by the Consultant in the exercise of such procurement shall be for the account of the Client.

(x)

**3.2.2 Consultant
and
Affiliates
Not to be
Otherwise
Interested in
Project**

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

**3.2.3 Prohibition
of Conflicting
Activities**

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

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

3.3 Confidentiality

The Consultant, his subconsultant[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**

The Consultant (a) shall take out and maintain and shall cause any subconsultant[s] to take out and maintain, at his

Consultant

(or the subconsultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultant's The Consultant shall obtain the Client's prior approval in writing

Actions Requiring before taking any of the following actions;

Client's Prior

Approval

(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 Subconsultants").

(xi)

3.6 Reporting
Obligations

The Consultants 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

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant

ant to Be
the Property

shall become and remain the property of the Client and the Consultant shall, not later than upon termination or expiration of this

of the Client

Contract, deliver all such documents and software to the Client together with a detailed inventory thereof. The Consultant may retain a copy of such documents and

software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

4. CONSULTANT'S PERSONNEL

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

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

Of Personnel becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have

(i) committed serious misconduct or have been charged with having committed a criminal action, or

(ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

(xii)

5. OBLIGATIONS OF THE CLIENT

- 5.1 Assistance and Exemptions** The Client shall use his best efforts to ensure that he provides the Consultant such assistance and exemptions as may be necessary for due performance of this Contract.
- 5.2 Change in the Applicable Law** If after the date of this Contract, there is any change in the Laws of Kenya with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Consultant, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties and corresponding adjustments shall be made to the amounts referred to in Clause 6.2 (a) or (b), as the case may be.
- 5.3 Services and Facilities** The Client shall make available to the Consultant the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANT

- 6.1 Lump-Sum Remuneration** The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lumpsum including all staff costs, Subconsultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.
- 6.2 Contract Price** (a) The price payable in foreign currency is set forth in the SC.

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

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

(xiii)

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

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: _____

Consultant: _____

Attention: _____

Telephone; _____

Telex: _____

Facsimile: _____

1.6 The Authorized Representatives are:

For the Client: _____

For the Consultant: _____

(xiv)

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 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 in foreign currency or currencies is _____ [Insert amount].

6.2(b) The amount in local Currency is _____ [Insert amount]

6.4 Payments shall be made according to the following schedule:

Note: (a) This sample Clause should be specifically drafted for each Contract and the following installments are indicative only; (b) if the payment of foreign currency and of local currency does not follow the same schedule, add a separate schedule for payment in local currency; and (c) if applicable, detail further the nature of the report evidencing performance, as may be required e.g., submission of study, or specific phase of study, survey, drawings, draft bidding documents, etc., as listed in Appendix B, Reporting Requirements. In the example provided, the bank guarantee for the repayment is released when the payments have reached 50 percent of the lumpsum price, because it is assumed that at that point, the advance has been entirely set off against the performance of services.

- Twenty (20) percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same.
- Ten (10) percent of the lump-sum amount shall be paid upon submission of the inception report.

- ⊙ Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the interim report.
- ⊙ Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the draft final report.
- Twenty (20) percent of the lump-sum amount shall be paid upon approval of the final report.
- The bank guarantee shall be released when the total payments reach fifty (50) percent of the lump-sum amount.

(xv)

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

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 (if already available); same information with respect to their Personnel as in C-1.

APPENDIX D – BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

List here the elements of cost used to arrive at the breakdown of the lump-sum price – foreign 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 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

ANNEX II

**SAMPLE CONTRACT FOR CONSULTING
SERVICES**

**LARGE ASSIGNMENTS
AND**

Small Assignments
Time-Based Payments

**SAMPLE CONTRACT FOR CONSULTING SERVICES
SMALL ASSIGNMENTS
TIME-BASED PAYMENTS**

CONTRACT

This Agreement [hereinafter called "the Contract"] is entered into this

_____ [Insert starting date of assignment], by and between

_____ [Insert Client's name] of [or whose registered office is situated at]

_____ [insert Client's address](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 reports listed in Appendix B, "Consultant's Reporting Obligations," within the time periods listed in such Appendix and the personnel listed in Appendix C, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services.

2. **Term** The Consultant shall perform the Services during the period commencing _____ [Insert start 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 a ceiling of _____ [Insert ceiling amount]. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as

(i)

well as any tax obligation that may be imposed on the Consultant. The payments made under the Contract consist of the Consultant's remuneration as defined in subparagraph (B) below and of the reimbursable expenditures as defined in sub-paragraph (C) below.

B. Remuneration

The Client shall pay the Consultant for Services rendered at the rate(s) per man/month spent (or per day spent or per hour spent, subject to a maximum of eight hours per day) in accordance with the rates agreed and specified in Appendix C, "Cost Estimate of Services, List of Personnel and Schedule of Rates".

C. Reimbursables

The Client shall pay the Consultant for reimbursable expenses which shall consist of and be limited to:

- (i) normal and customary expenditures for official road and air travel, accommodation, printing and telephone charges; air travel will be reimbursed at the cost of less than first class travel and will need to be authorized by the Client's coordinator;

- (ii) such other expenses as approved in advance by the Client's coordinator.

D. Payment Conditions.

Payment shall be made in Kenya shillings unless otherwise specified not later than thirty {30} days following submission of invoices in duplicate to the Coordinator designated in Clause 4 herebelow. If the Client has delayed payments beyond thirty (30) days after the 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.

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

4. Project A. Coordinator

Administration

The Client designates _____
[Insert name] as Client's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment and for acceptance of the deliverables by the Client.

B. Timesheets.

During the course of their work under this Contract, including field work, the Consultant's employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent as well as expenses incurred, as instructed by the Project Coordinator.

C. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services which will clearly identify all charges and expenses. The Client reserves the right to audit or to nominate a reputable accounting firm to audit the Consultant's records relating to amounts claimed under this Contract during its term and any extension and for a period of three months thereafter.

5. Performance Standard

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

Any studies, reports or other material, graphic, software

Material

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
be Engaged
Certain
Activities**

The Consultant agrees that during the term of this **to** Contract and after its termination, the Consultant and **in** any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services or 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 Subcontract any portion thereof without the Client's prior written consent.

11. Law Governing The Contract shall be governed by the Laws of Kenya and **Contract and** the language of the Contract shall be English Language. **Language**

12. Dispute Any dispute arising out of this Contract which cannot be
Resolution 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 Reporting Obligation

Appendix C: Cost Estimate of Services, List of Personnel and Schedule of Rates

APPENDIX C

Cost Estimate of Services, List of Personnel and Schedule of Rates.

(1) Remuneration of Staff

| | Name | Rate (Per month/day/hour in currency) | Time Spent (Number of month/day/hour) | Total (Currency) |
|---|-------------|---------------------------------------|---------------------------------------|------------------|
| A | Team Leader | | | |
| B | | | | |
| C | | | | |

| | | | | |
|--|--|--|--|---------------|
| | | | | Sub Total (1) |
|--|--|--|--|---------------|

(2) Reimbursables

| | Rate | Days | Total |
|-----------------------|------|------|---------------|
| A Air travel | | | |
| B Road transportation | | | |
| C per diem | | | |
| | | | Sub Total (2) |

Total Cost _____

Physical Contingency _____

CONTRACT CEILING _____

ANNEX III

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 _____[Insert Client's name] of [or whose registered office is situated at]_____ [insert Client's address](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 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 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 A. Coordinator.

Administration

The Client designates _____[insert name] 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** The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated

with the **certain Activities** 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 Any dispute arising out of the Contract which cannot be Resolution 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**

Full name; _____

Title; _____

Signature; _____

Date; _____

FOR THE CONSULTANT

Full name; _____

Title; _____

Signature; _____

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)

of

.....dated the...day of20.....in the matter of Tender

No.....of

.....20...

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 of.....20.....

SIGNED

Authority's Secretary

SELF DECLARATION FORM

REPUBLIC OF KENYA

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I,of P.O. Box.....being a resident of.....in the republic of.....do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/ Managing Director/ Principal Officer/ Director of..... (insert name of the Company) who is a Bidder in respect of **Tender No.** for.....(insert tender title/description) for..... (insert name of Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

.....
.....
(Title) (Signature) (Date)
Bidder Official Stamp

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business. You are advised that it is a serious offence to give false information on this Form.

| | |
|---|--|
| Part 1 – General: | |
| Business Name | |
| Location of business premises. Plot | |
| No..... Street/Road | |
| Postal Address Tel No. Fax E mail Nature of Business | |
| Registration Certificate No. | |
| Maximum value of business which you can handle at any one time – Kshs. | |
| Name of your bankers Branch | |

| | |
|--|-------------------|
| Part 2 (a) – Sole Proprietor | |
| Your name in full | Age |
| | |
| Nationality | Country of origin |
| | |
| <ul style="list-style-type: none"> • Citizenship • details | |
| Part 2 (b) Partnership Given | |
| details of partners as follows: | |
| Name | Nationality |
| Citizenship | Details |
| Shares | |
| 1. | |
| 2. | |

3.

4.

Part 2 (c) – Registered Company

Private or Public

State the nominal and issued capital of company-
 Nominal Kshs.
 Issued Kshs.

Given details of all directors as follows

| | Name | Nationality | Citizenship Details | Shares |
|----|-------|-------------|---------------------|--------|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | |

DateSignature of Candidate

If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration. Attach proof.