



REQUEST FOR PROPOSAL

CONSULTANCY FOR TRAINING, DEVELOPMENT AND IMPLEMENTATION OF PERFORMANCE MANAGEMENT SYSTEM USING THE BALANCED SCORECARD

TENDER NO. CAK /TEND/007/2016-2017

APRIL 2017

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INTRODUCTION

1. This Standard Request for Proposals (SRFP) has been prepared for use by public entities in Kenya in the procurement of consultancy services and selection of consultants.
2. The SRFP includes Standard form of Contract for Large Assignments and small assignment which are for lump sum or time based payments.
3. A separate SRFP has been provided for selection of individual professional consultants.
4. 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.
5. This SRFP document shall be used where a shortlist of consultancy firms already exists or has been obtained through a shortlist after an advertisement of Expression of Interest for Consultancy required.
6. The request for proposals (RFP) includes the following documents:

Section I - Letter of invitation

Section II - Information to consultants

Section III - Evaluation Proposals

Section IV - Technical requirements and Terms of Reference

Section V - Technical proposals- Standard Forms

Section VII - Financial proposal- Standard Forms

Section VII - Contract for Consulting Services

Appendices

SECTION I - LETTER OF INVITATION

Date: 04th April 2017

RFP REF No. CAK/TEND/007/2016-2017

NAME: PROVISION OF CONSULTANCY FOR TRAINING, DEVELOPMENT AND IMPLEMENTATION OF PERFORMANCE MANAGEMENT SYSTEM USING THE BALANCED SCORECARD

1.1 The Competition Authority of Kenya (CAK) invites sealed tenders from eligible candidates to provide Consultancy for training, development and implementation of performance management system using the balanced scorecard.

1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at **Competition Authority of Kenya, Kenya Railways Building, Block D, on the Ground floor, Procurement office, Workshop road off Haile Selassie Avenue, P.o Box 36265-00200 Nairobi** during normal office working hours.

1.3 Submission of 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 FOR TRAINING, DEVELOPMENT AND IMPLEMENTATION OF PERFORMANCE MANAGEMENT SYSTEM USING THE BALANCED SCORECARD.**

TENDER REF.NO.CAK/TEND/007/2016-2017 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 **Tuesday 18th April, 2017 at 12.00(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.

1.4 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for **120 days** from the closing date of the RFP.

1.5 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at **CAK offices**.

Director-General
Competition Authority of Kenya

SECTION II – INFORMATION TO CONSULTANTS (ITC)

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SECTION II:

- INFORMATION TO CONSULTANTS (ITC)

2.0 Introduction

2.1 The Client named the Appendix to "ITC" will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. Quality Cost Based Selection (QCBS). The method of selection shall be as indicated by the procuring entity in the Appendix.

2.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix "ITC" for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.

2.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix "ITC" to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants

should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

2.4 The Procuring entity will provide the inputs specified in the Appendix "ITC", assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.

2.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.

3.0 Clarification and Amendment of RFP Documents

3.1 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.

3.2 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.

4.0 Preparation of Technical Proposal

4.1 The Consultants proposal shall be written in English language

4.2 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.

4.3 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 A**. The proposal shall however be based on the number of professional staff-time estimated by the firm.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.

- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

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

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last five (5) years.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the

assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.

- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if **Appendix "A"** specifies training as a major component of the assignment.
- (viii) Any additional information requested in **Appendix "A"**.

4.5 The Technical Proposal shall not include any financial information.

5.0 Preparation of Financial Proposal

5.1 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 VI). 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 (vehiculars, 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.

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

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

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

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

6.0 Submission, Receipt, and Opening of Proposals

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

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

6.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope CAKarly marked "**TECHNICAL PROPOSAL,**" and the original and

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

6.4 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.

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

7.0 Proposal Evaluation General

7.1 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.

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

8.0 Public Opening and Evaluation of Financial Proposal

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

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.

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.

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.

8.5 The formulae for determining the Financial Score (S_f) shall, unless an alternative formulae is indicated in the

Appendix "ITC", be as follows:-

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

9.0 Negotiations

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.

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 CAKarly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

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

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.

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.

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

8.0 Award of Contract

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

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

9.0 Confidentiality

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.

10.0 Corrupt or fraudulent practices

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

10.2 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.

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

DATA SHEET

Clause Ref:	1.0 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/007/2016-2017,Consultancy for training, development and implementation of performance management system using the balanced scorecard
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 11th April 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 12th April 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 120 days from the date of submission

2.3	The bidder shall submit one (1) original and one (1) copy of its proposal
	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 18th April 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"
3.3	Submission of proposal by electronic mail is not allowed
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>
	4.0 Evaluation and comparison of Proposals
4.1	Currency: The currency for evaluation process will be Kenyan Shillings
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</p>

technical evaluation

2. Technical evaluation

(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

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 – Evaluation of Proposals

(a) Evaluation Criteria for the Proposals

Tenders will be evaluated based on three stages as follows:

1. Preliminary Evaluation- Based on the response on the Mandatory Requirements
2. Technical Evaluation: Based on the points awarded on all the technical aspects of the system
3. Financial Evaluation: Total costs inclusive of all taxes. This will be applicable to only those bidders who pass the technical evaluation stage

TECHNICAL EVALUATION FOR TRAINING, DEVELOPMENT AND IMPLEMENTATION OF PERFORMANCE MANAGEMENT SYSTEM

SECTION IV: TECHNICAL REQUIREMENTS

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	Should be fully licensed affiliate and training partner of the Balance Scorecard Institute; and MUST attach proof.	
5	Has the bidder provided a Tender security(Ksh 100,000) as prescribed by PPRA- attach	
6	Has the bidder provided Valid Tax Compliance Certificate or proof of exemption- attach copy	
7	Has the bidder completed the confidential business questionnaire?	
8	Has the bidder completed a self-declaration that the bidder/person will not engage in any corrupt or fraudulent practice?	
9	Has the bidder completed a self-declaration that the bidder/person is not debarred in the matter of public procurement?	
10	Bidder must submit one copy marked "Original" and one copy marked (Separated) "Copy" of each of the proposals (Technical & Financial)	
11	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.	
12	Are the bid documents bound and serialized (page numbered)?	
13	State the tender validity period. Should be 120 days from the date the tender is opened.	

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.

2.5.2 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 style="text-align: center;">Capacity to provide the services</p> <p>(i)Specific experience in Balance score card consultancy. For each similar assignment profile the proposed staff, duration of the assignment and contract amount. (20Points). 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. By way of submitting Reference letters and contacts from four (4) reputable institutions/organization where similar assignments have been carried out 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>	15Points
2.7.2.3	<p>Methodology & Approach</p> <p>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.

SECTION V: - TERMS OF REFERENCES

TERMS OF REFERENCE

CONSULTANCY FOR TRAINING, DEVELOPMENT AND IMPLEMENTATION OF PERFORMANCE MANAGEMENT SYSTEM USING THE BALANCED SCORECARD

Background Information

The Competition Authority of Kenya (the Authority) is established under the Competition Act, No. 12 of 2010 (the Act). The Authority's mandate is generally to enforce the Act with the object of enhancing the welfare of the people of Kenya by promoting and protecting effective competition in markets and preventing misleading market conduct throughout Kenya, in order to: -

- a) Increase efficiency in the production, distribution and supply of goods and services;
- b) Promote innovation;
- c) Maximize the efficient allocation of resources;
- d) Protect consumers;
- e) Create an environment conducive for investment, both foreign and local;
- f) Capture national obligations in competition matters with respect to regional integration initiatives;
- g) Bring national competition law, policy and practice in line with the best international practices, and;
- h) Promote the competitiveness of national undertakings in world markets.

The Authority endeavors to achieve the above outcome through control of mergers; unwarranted concentration of economic power; prohibition of Abuse of Dominance; regulation of concerted practices and prohibition of unfair and misleading market conduct.

1.1 Core Functions

To actualize its mandate, the Authority focuses on the following statutory core functions:

- a) Promotion and enforcement of compliance with the Competition Act;

- b) Receipt and investigations of complaints from legal, natural persons and consumer bodies
- c) Promotion of public knowledge and awareness;
- d) Promotion of creation of consumer bodies and establishment of proper rules and standards to be followed by such bodies;
- e) Recognition of duly-registered consumer bodies under the national Laws;
- f) Provision of consumer's information and guidelines relating to the Act and the rights and remedies available under the Act;
- g) Conduct of inquiries and sector studies on competition matters and protection of consumer interests;
- h) Study of Government policies, procedures and programmes to assess the effects on competition;
- i) Investigation of impediments to competition including entry and exit from markets;
- j) Investigation of policies, procedures and programmes of regulatory authorities to assess their effect on competition and consumer welfare and publicity of the results;
- k) Participation in deliberations, proceedings of Government, Commissions regulatory authorities and other bodies in relation to competition and consumer welfare;
- l) Liaison with regulatory bodies and public bodies in matters related to competition and consumer welfare, and;
- m) Advise to Government on matters of competition and consumer welfare.

Vision

“A Kenyan economy with globally efficient markets and enhanced consumer welfare for shared prosperity”

Mission Statement

“To enhance competition and consumer welfare in the Kenyan economy by regulating market structure and conduct in order to ensure efficient markets “

The Authority intends to enhance and mainstream performance management throughout the organization. Performance management will enhance performance reporting of the key results areas to achieve effective execution of the organization strategy. The Performance Management System (PMS) framework will also serve in communicating our corporate vision and mission to our staff and stakeholders; this will serve to align our operations to our

corporate objectives using the Balanced Scorecard Model. In order to achieve this, we intend to engage a qualified Consultant to offer consulting services to the The Authority on Performance Management framework formulation in the line with Government of Kenya performance Contracting, training staff on Balance Score Card, Assist line management in developing, documenting, reviewing and cascading of the Balanced Scorecard (BSC).

Justification

The consultant will design the training and facilitation process so as to guide staff on the best approach to creating and institutionalizing a Performance Management System based on the Balanced Scorecard framework. In addition, the training will include the process of aligning and cascading the Competition Authority of Kenya Scorecard to various strategic levels.

Key objectives of the consultancy

- i. Enhance Human Resource competencies within the Authority;
- ii. Optimize the Monitoring and Evaluation Function;
- iii. Leverage on ICT to periodically report on Performance and Strategy Execution through the provision of real-time, actionable information for decision making;
- iv. Ensure the effectiveness of the Authority transformation agenda as well as other change management and strategic initiatives.
- v. Engrain high performance culture in CAK by enhancing work ethics of staff using individual performance management, scoring and rating of staff to achieve a differentiated performance for entire Authority fitted into a normal bell curve model.
- vi. Mainstream the discipline of Performance Excellence through the adoption of an effective Strategy Execution framework (The Balanced Score Card)

Terms of references and scope of services

The terms of references for the consultant will include the following;

- i. Design and implement a Performance Management Framework and System with bias to the Balance Score Card.

- ii. Training and coaching of staff on the BSC methodology and performance management.
- iii. Train supervisors on best practice in review of performance
- iv. Providing post-implementation services to ensure sustainability of the system.
- v. Organizational Performance Management Audit, benchmarking and Certification.
- vi. Any other task to ensure understanding of the Balance Score Card at the Authority.

Expected Benefits

- i) A comprehensive staff understanding of performance management and the concepts of Performance Management and the Balanced Scorecard.
- ii) A hands-on practical knowledge on how to translate strategic objectives into performance goals and appropriate performance metrics.
- iii) An interpretation of the Authority strategy and the ability to translate that into department and personal score cards.
- iv) The discipline of performance measurement and performance dashboards.
- v) Practical knowledge of Performance Monitoring and Variance Management.
- vi) Organization Change through institutionalization of performance culture by reflected by HPIs (High Performance Individuals), HPTs (High Performance Teams) and HPO (High Performance Organization).
- vii) Staff performance monitoring and evaluation.
- viii) Linking of performance to rewards and performance improvement plans.
- ix) The organization process of staff performance differentiation.
- ix) Enhanced risk management capabilities especially in the areas of strategy execution in order to build in correctional measures.

The deliverables will include the following (but not limited to)

- i. Training on the Balance Score Card;
- ii. Development and use of BSC;
- iii. Monitoring, evaluation and review of the strategy along the BSC philosophy;
- iv. Leadership and Change Management; and
- v. Certification.

Eligibility Criteria

The consultant who will be engaged should have extensive and proven mix of skill and expertise in the field of Performance Management with bias in Balance Score Card. Previous experience of similar work is essential. The consultant must meet the following minimum criteria

- a) It is desirable that Consultant should have executed minimum three (3) Performance Management with bias in Balance Score Card projects.
- b) Consultant should have a minimum of 6 years of professional experience in Performance Management with bias in Balance Score Card consulting
- c) The team members of the Consultant will be qualified lead assessors and should have relevant skills in performance management with bias in BSC development and at least 3 years' experience.

Key Personnel

The lead consultant should have 5 years' technical experience and academic qualifications in Master's Degree in Human Resource Management or its equivalent. The other technical personnel should have 3 years' experience in similar assignments and a minimum degree in Human Resource Management or its equivalent.

Firm's Experience

Proof of having conducted similar assignments of similar nature with reputable clients at least four (4), in the last five (5) years and preferably in

public sector including respective recommendation letters. Due diligence will be carried out.

CAK Environment

The assignment will take place in CAK premises at Kenya Railways Building, Block "D" Ground floor

The total number of employees of CAK is fifty nine (59).

Time Frame

The time period for the implementation may be one (1) month from the date of award of the contract or a practical time period agreed by both the Authority and Consultant from the date of award of contract. "Appendix A"

(Amendments to Instructions to Bidders)

Clause 1.1 and 2.1

2.1 The name of the Client is: the Competition Authority of Kenya

The method of selection is Quality and Cost Based Selection

Under this method the Technical and Financial Proposal are submitted simultaneously in separate sealed envelopes. (Two Envelope System) Evaluation of Proposal is carried out in two stages: 1. Quality and 2. Cost

1.1 Technical and Financial Proposals are requested: Yes

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

1.4 The Client will provide the following inputs

- (a) Letter of Introduction
- (b) Liaison Team in the Authority
- (c) Office Space

2.1.5 (ii) The estimated number of professional staff months required for the assignment shall be as proposed by the bidder.

2.1.6 Taxes: VAT to be quoted and be separated from the Consultancy fee

2.5.2 Consultants must submit an original and three additional copies of each proposal.

2.5.3 The minimum technical score required to pass is 80 points

2.5.4 The weights given to the Technical and Financial Proposals are:

These forms shall include

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

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

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

Assignment Name:	Country
Location within Country:	Professional Staff provided by Your Firm/Entity(profiles):
Name of Client:	Clients contact person for the assignment.
Address:	No of Staff-Months; Duration of Assignment:
Start Date (Month/Year): Completion Date Approx. Value of Services (Kshs) (Month/Year):	

Name of Associated Consultants. If any:	
No of Months of Professional	Staff provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:	
Narrative Description of project:	
Description of Actual Services Provided by Your	Staff:

Firm's Name: _____

Name and title of signatory; _____

(May be amended as necessary)

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

On the Terms of Reference:

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

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

- 1.
- 2.
- 3.

4.

5.

Name	Position	Task
------	----------	------

1. 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

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

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession:

Date of Birth: _____

Years with Firm: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Certification:

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

_____ Date: _____

[Signature of staff member]

_____ *Date;*

_____ *[Signature of authorised representative of the firm]*

Full name of staff member: _____

Full name of authorized representative: _____

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Months (in the Form of a Bar Chart)

Name	Position	Reports Due/ Activities	Months (in the Form of a Bar Chart)												Number of months		
			1	2	3	4	5	6	7	8	9	10	11	12			

Reports Due: _____

Activities Duration: _____

Signature:

(Authorized representative)

Full Name:

Title:

Address:

**8. ACTIVITY (WORK)
SCHEDULE**

(a). Field Investigation and Study Items

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

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

(b). Completion and Submission of Reports

Reports	Date
1. Inception Report	

4. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

SECTION VI: - 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 CAKarily understood by the procuring entity.

4.2 The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for

proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.

4.3 The financial proposal should be prepared using the Standard forms provided in this part as follows:

1. Financial proposal submission Form
2. Summary of costs
3. Breakdown of price/per activity
4. Breakdown of remuneration per activity
5. Reimbursable per activity
6. Miscellaneous expenses

1. FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

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

We remain,

Yours sincerely,

_____ *[Authorized Signature]*

_____ *[Name and Title of Signatory]:*

_____ *[Name of Firm]*

_____ *[Address]*

2. SUMMARY OF COSTS

Costs	Currency(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

Activity No. _____ Name: _____

Names	Position	Input(Staff months, days or hours as appropriate.)	Remuneration Rate	Amount	
Regular staff					
(i)					
(ii)					
Consultants					
Grand Total					

5. REIMBURSABLES PER ACTIVITY

Activity No: _____ Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount

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

6. MISCELLANEOUS EXPENSES

Activity No. _____ Activity Name:

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

SECTION VII:

CONTRACT FOR CONSULTING SERVICES

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

(v)

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 _____ *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] _____

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 Sub consultant as employees and assigned to the performance of the Services or any part thereof;
- (k) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (l) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and
- (m) "Sub consultant" means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

- 1.2 Law Governing Contract** This Contract, its meaning and interpretation and the relationship between the Parties shall be governed by the Laws of Kenya.
- 1.3 Language** This Contract has been executed in English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.4 Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.
- 1.5 Location** The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Kenya or elsewhere, as the 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 executed by the officials specified in the SC.

(viii)

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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

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

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

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

2.5 Force Majeure

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

2.5.2 No Breach The failure of a Party to fulfill any of its obligations under **of Contract** 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 Any period within which a Party shall, pursuant to this **Of Time** Contract complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

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

period.

2.6 Termination

2.6.1 By the Client

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

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

For the purpose of this clause;

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

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

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

2.6.2 By the Consultant

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

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

2.6.3 Payment upon

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 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.

Conflict of Interests

1.2

3.2.1 Consultant Not to Benefit from Commissions,

- (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

**Discounts,
Etc.**

for his own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.

(ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the

Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.

(iii) Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any applicable procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of the Client.

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

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

**3.2.3 Prohibition
of**

Neither the Consultant nor his sub consultant[s] nor their personnel shall engage, either directly or

**Conflicting
Activities**

indirectly in any of the following activities:

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

3.3 Confidentiality

The Consultant, his sub consultant[s] and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

**3.4 Insurance to be
Taken Out by the
Consultant**

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

**3.5 Consultant's
Actions Requiring**

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

**Client's Prior
Approval**

following actions;

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

**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
the Consultant
to Be
the
of the Client**

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

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

The titles, agreed job descriptions, minimum qualifications 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 and/or Replacement Of Personnel (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

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

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

5. OBLIGATIONS OF THE CLIENT

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

**5.2 Change in the
Applicable Law**

If after the date of this Contract, there is any change in the Laws of Kenya with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Consultant, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties and corresponding adjustments shall be made to the amounts referred to in Clause 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

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

6. PAYMENTS TO THE CONSULTANT

6.1 Lump-Sum

Remuneration exceed the Contract Price and shall be a fixed lump-sum including all

The Consultant's total remuneration shall not
staff costs, Sub consultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price
the SC.

(a)The price payable in foreign currency is set forth in

(c) 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.

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.

(xvi)

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 Amendments of and Supplements to Clauses in the Clause
General Conditions of Contract**

1. 1(i) The Member in Charge is _____ [name of Member]

1.4 The addresses are:

Client: COMPETITION AUTHORITY OF KENYA

Telephone: 020-6980100

Telex; _____

Facsimile: _____

Consultant _____

Telephone; _____

Telex: _____

Facsimile: _____

1.6 The Authorized Representatives are:

For the Client: Assistant Director, Finance Planning and Administration

For the Consultant: _____

2.1

The date on which this Contract shall come into effect is the date on the Contract

Signed by all parties or such other date as may be agreed in writing by the two parties.

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 _____

2.3 The period shall be _____ [length of time].

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

3.21. Shall not apply

(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]

6.3.1.1.1 Payments shall be made according to the agreement made during negotiation

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: CONSULTANT’S REPORTING OBLIGATION APPENDIX G :
 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)Reimbursable

	Rate	Days	Total
(a) Air Travel			
(b) Road Transportation			
(c) Per Diem			
			Sub-Total (2)

TOTAL COST _____

Physical Contingency _____

CONTRACT CEILING _____

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

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 deposed to hereinabove is true to the best of my knowledge, information and belief.

.....

.....

.....

(Title) (Signature) (Date)

Bidder Official Stamp

**SELF DECLARATION FORMS
REPUBLIC OF KENYA**

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

**SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY
CORRUPT OR FRAUDULENT PRACTICE**

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.
 THAT the aforesaid Bidder, its servants and/or agents / subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... (insert name of the Procuring entity) which is the Procuring entity.
2. THAT the aforesaid Bidder, its servants and/or agents / subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... (insert name of the Procuring entity).

3. THAT the aforesaid Bidder will not engage / has not engaged in any corrosive practice with other bidders participating in the subject tender.

THAT what is deposed to hereinabove is true to the best of my knowledge, information and belief.

.....

.....

(Title)

(Signature)

(Date)

Bidder Official Stamp