

REPUBLIC OF KENYA



OFFICE OF THE ATTORNEY GENERAL AND DEPARTMENT OF JUSTICE

Request for Proposals

**REQUEST FOR PROPOSALS FOR PROVISION OF
CONSULTANCY SERVICES IN HUMAN RESOURCES**

**TENDER NO.
BRS/002/2018-2019**

DECEMBER 2018

TENDER CLOSING DATE 14TH DECEMBER 2018 AT 10.00AM

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SECTION 1: LETTER OF INVITATION

To _____ [date]

[Name and address of Consultant]

Dear Sirs,

CONSULTANCY SERVICES FOR HUMAN RESOURCE RECRUITMENT EXERCISE

REQUEST FOR PROPOSALS

The Office of the Attorney General & Department of Justice, Business Registration Services (BRS), intends to engage the services of a consultancy firm to undertake a Human Resource Recruitment Exercise.

The Office of the Attorney General and Department of Justice (BRS) now invites proposals to provide the said consultancy services.

Details on the services are provided in the Terms of Reference (ToR).

A firm will be selected based on Quality and Cost Based Selection (QCBS) method and procedures described in this RFP.

The RFP includes the following documents:

- Section 1 – Letter of Invitation
- Section 2 – Instructions to Consultants (including Data Sheet)
- Section 3 – Standard Forms for Technical Proposal
- Section 4 – Standard Forms for Financial Proposal
- Section 5 – Terms of Reference
- Section 6 – Standard Forms of Contract.

You are required to submit the following particulars/information together with the technical proposal:-

- (a) **Certified** copy of certificate of incorporation
- (b) **Certified** copy of current tax compliance certificate
- (c) Current workload
- (d) Curriculum Vitae (CV) of the proposed key staff duly **signed** by the proposed individual
- (e) **Certified** copies of certificates and testimonials of the proposed key staff
- (f) Consultants should attach **at least ten** references on similar engagement.

More details are found in the relevant sections of this RFQ document.

You are requested to:

- (i) Acknowledge receipt of this Letter of Invitation to the Ag Director General, Business Registration Service (BRS) Office of the Attorney General and Department of Justice

and indicate whether or not you intend to submit a proposal, either in association or alone; and,

- (ii) Obtain the RFP document from www.brs.go.ke/ or <http://www.statelaw.go.ke/> or from PPIP tender portal at <https://www.tenders.go.ke> free of charge.

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

The Submission date for these proposals is **14TH December, 2018 at 10.00a.m** (local time) at the following address:

Office of the Attorney General and Department of Justice
P.O. Box 40112-00100
NAIROBI, KENYA

And/or in addition, be deposited in the tender box provided at the Sheria House, Ground Floor, Harambee Avenue, Nairobi, so as to be received on or before **14TH December, 2018 at 10.00a.m**. Bulky tender documents which may not fit in the tender box provided should be delivered at Room 103 during normal working hours.

Opening of the proposals will take place immediately thereafter at 5th Floor Boardroom Sheria House in the presence of Bidders and or representatives who may choose to attend.

Yours Faithfully,

HEAD SUPPLY CHAIN MANAGEMENT UNIT
FOR: Ag DIRECTOR GENERAL BRS
OFFICE OF THE ATTORNEY GENERAL AND DEPARTMENT OF JUSTICE

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1. Introduction

- 1.1 The Client named in the Data Sheet will select a consulting firm/organization (the Consultant) in accordance with the method of selection specified in the Data Sheet.
- 1.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.3 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. Consultants should contact the Client's representative named in the Data Sheet to arrange for their 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.
- 1.4 The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

Only One Proposal

- 1.6 Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.

Proposal Validity

- 1.7 The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of

extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

2. Clarification and Amendment of RFP Documents

2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under paragraph. 2.2.

2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

3. Preparation of Proposals

3.1 The Proposal (see paragraph. 1.2), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the language (s) specified in the Data Sheet.

3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

(a) If a Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with other Consultants if so indicated in the Data Sheet. A Consultant must first obtain the approval of the Client if it wishes to enter into a joint venture with Consultant(s). In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.

(b) The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the Data Sheet, but not both. However, the Proposal shall be

based on the number of Professional staff-months or budget estimated by the Consultants.

For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months shall not be disclosed.

- Language**
- (c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
 - (d) Documents to be issued by the Consultants as part of this assignment must be in the language(s) specified in the Reference Paragraph 3.1 of the Data Sheet. If Reference Paragraph 3.1 indicates two languages, the language in which the proposal of the successful Consultant will be submitted shall govern for the purpose of interpretation. It is desirable that the firm's Personnel have a working knowledge of the Client's national language.

Technical Proposal Format and Content

3.4 The Technical Proposal shall provide the information indicated in paragraphs (a) to (g) below using the attached Standard Forms (Section 3). A page is considered to be one printed side of A4 or letter size paper

- (a) A brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form T2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.
- (b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form T3 of Section 3).

- (c) A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form T4 of Section 3. The work plan should be consistent with the Work Schedule (Form T8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
- (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form T5 of Section 3).
- (e) Estimates of the staff input (staff-months of professional and support) needed to carry out the assignment (Form T7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for Professional and support staff.
- (f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form T6 of Section 3).
- (g) A detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.

3.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

Financial Proposals

3.6 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (professional and support, in the field and at the Consultants' home office), and (b) reimbursable expenses indicated in the Data Sheet. If appropriate, these costs should be broken down by activity. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

Taxes

3.7 The Consultant may be subject to local taxes (such as: value added or sales tax, social charges or income taxes on non resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract. The Client will state in the Data Sheet if the Consultant is subject to payment of any local taxes. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts

will be included in the Contract.

- 3.8 Consultants shall express the price of their services in Kenya Shillings.
- 3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form F1 of Section 4.
- 4. Submission, Receipt, and Opening of Proposals**
- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see paragraph. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of T1 of Section 3, and F1 of Section 4.
- 4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
- 4.3 The Consultant shall prepare the number of copies indicated in the Data Sheet. Each Technical and Financial Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" followed by the name of the assignment, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, assignment name and be clearly marked "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.**" The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- 4.5 The Proposals must be sent to the address/addresses indicated

in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with paragraph. 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.

4.6 The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

5. Proposal Evaluation

5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the client's approval and opening of financial proposals in accordance with paragraph 5.4 below.

Evaluation of Technical Proposals

5.2 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. 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 RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Financial Proposals for QBS

5.3 Following the ranking of technical Proposals, when selection is based on quality only (QBS), the first ranked Consultant is invited to negotiate its proposal and the Contract in accordance with the instructions given under paragraph. 6 of these Instructions.

Public Opening and Evaluation of Financial Proposals (only for QCBS, FBS, and LCS)

5.4 After the technical evaluation is completed, the Client shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.

- 5.5 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. The client shall prepare minutes of the public opening.
- 5.6 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as indicated under paragraph 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect. Prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.
- 5.7 In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) 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 Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 5.8 In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest proposal among those that passed the minimum technical score. In both cases the evaluated proposal price according to para. 5.6 shall be considered, and the selected firm is invited for negotiations.

- 6. Negotiations**
- 6.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.
- Technical negotiations**
- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services”. Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.
- Financial negotiations**
- 6.3 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm’s tax liability in the Client’s country, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. In the cases of QCBS, Fixed-Budget Selection, and the Least-Cost Selection methods, unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide the Client with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.
- Availability of Professional staff/experts**
- 6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff 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 for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original

- candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.
- Conclusion of the negotiations** 6.5 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the agreed Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.
- 7. Award of Contract** 7.1 After completing negotiations the Client shall award the Contract to the selected Consultant, and promptly notify all Consultants who have submitted proposals. The Client shall return the unopened Financial Proposals to the unsuccessful Consultants.
- 7.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.
- 8. Confidentiality** 8.1 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 Consultant has been notified that he has been awarded the contract.
- 9. Corrupt or Fraudulent Practices** 9.1 The Client requires that the Consultant observes the highest standard 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 be involved in corrupt or fraudulent practices. In pursuance of this policy, the Client:
- (a) Defines, for purposes of this provision, the terms set forth below as follows:
 - i). “Corrupt practice” means the offering, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and,
 - ii). “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Client, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.
 - (b) Will reject a proposal for award if it determines that a Consultant recommended for award has engaged in

corrupt or fraudulent practices in competing for contract in question.

- 9.2 A Consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya

Instructions to Consultants

Data Sheet

Paragraph Reference	
1.1	<p>Name of the Client: <i>Business Registration Service, Office of the Attorney General and Department of Justice</i></p> <p>Method of selection: <i>Quality and Cost Based Selection (QCBS)</i></p>
1.2	<p>Financial Proposal to be submitted together with Technical Proposal: <i>Yes</i></p> <p>Name of the assignment is: <i>Consultancy Services for human resource Recruitment Exercise.</i></p>
1.3	A pre-proposal conference will be held: <i>No</i>
1.4	<p>The Client will provide the following inputs and facilities: <i>None.</i></p>
1.7	Proposals must remain valid: <i>One Hundred and Twenty (120) days after the submission date.</i>
2.1	<p>Clarifications may be requested not later than <i>Three (3) days</i> before the submission date.</p> <p>The address for requesting clarifications is: <i>Business Registration Services Office of the Attorney & Department of Justice P.O. Box 40112-00100 NAIROBI, KENYA Telephone: +2542227461 procurement@ag.go.ke</i></p>
3.1	Proposals shall be submitted in the following language: <i>English.</i>
3.3 (a)	Consultants may associate with other Consultants: <i>Yes</i>

3.4 (g)	Training is a specific component of this assignment: <i>No</i>
3.6	Reimbursable expenses are: Costs of psychometric tests but however the cost to be incurred must be incurred with prior approval of BRS
3.7	Taxes: <i>The Consultant shall be liable to pay all taxes, duties and levies including VAT in accordance with the laws of Kenya and the Client shall not reimburse any amount paid in this context.</i>
4.3	Consultant must submit the original Technical Proposal and Financial Proposal in two separate envelopes with their copies. (submission of Technical and Financial Proposal in one envelop shall result to Automatic Disqualification)
4.5	The Proposal submission address is: <i>Business Registration Service Office of the Attorney General and Department of Justice P.O. Box 40112-00100 NAIROBI, KENYA Telephone: +254 2227461/0/2/3/4/5</i> Proposals must be submitted not later than the following date and time: <i>14th December 2018, at 10.00a.m</i>
5.0	The Preliminary mandatory evaluation (Technical): The evaluation shall adopt <i>YES/ No Approach</i> . The non-responsive submissions will be eliminated from the entire preliminary evaluation process and will not be considered further. The preliminary evaluation shall involve checking on mandatory requirements (MR) which include the following: Mandatory requirements: 1. Bidders must attach certificate of business registration or incorporation - -- YES/NO. 2. Bidders must attach Registration certificate or affiliation with the relevant certifying bodies competent in HRM matters. 3. Bidders must attach valid cerficate of Tax Compliance --- YES/NO. 4. Bidders must attach proof of location/ Business Permit license --- YES/NO. 5. Financial Proposal submitted separately and not disclosed with technical proposals--- YES/NO. 6. Bidders must sign declaration form A and B in the prescribed format. Nb: Failure to attach the above in the Technical proposal shall result to Automatic disqualification and the bid shall not be evaluated further.

	<p>Arrange the above requirement sequentially to assist in the evaluation.</p>																						
5.2	<p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; vertical-align: bottom;"><u>Points</u></th> </tr> </thead> <tbody> <tr> <td>a) Specific experience of the Consultants relevant to the assignment: (Consultants should demonstrate this-Attach at least three references)</td> <td style="text-align: right; vertical-align: bottom;">10</td> </tr> <tr> <td>b) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">(i) Technical Approach and methodology</td> <td style="text-align: right;">15</td> </tr> <tr> <td style="padding-left: 20px;">(ii) Work plan</td> <td style="text-align: right;">10</td> </tr> <tr> <td style="padding-left: 20px;">(iii) Organization and Staffing</td> <td style="text-align: right;">15</td> </tr> <tr> <td style="padding-left: 40px;">Total points for (b):</td> <td style="text-align: right; vertical-align: bottom;">40</td> </tr> <tr> <td>c) Key professional staff qualifications and competence for the assignment:</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">(i) Team Leader</td> <td style="text-align: right;">20</td> </tr> <tr> <td style="padding-left: 20px;">(ii) Team members (Minimum three)</td> <td style="text-align: right;">30</td> </tr> <tr> <td style="padding-left: 40px;">Total points for (c)</td> <td style="text-align: right; vertical-align: bottom;">40</td> </tr> </tbody> </table>		<u>Points</u>	a) Specific experience of the Consultants relevant to the assignment: (Consultants should demonstrate this-Attach at least three references)	10	b) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:		(i) Technical Approach and methodology	15	(ii) Work plan	10	(iii) Organization and Staffing	15	Total points for (b):	40	c) Key professional staff qualifications and competence for the assignment:		(i) Team Leader	20	(ii) Team members (Minimum three)	30	Total points for (c)	40
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Total points for (c)	40																						
	<p>Total points for the three criteria: 100 Points The minimum technical score St required to pass is: 70 Points</p>																						
5.7	<p>FINANCIAL EVALUATION</p> <p>Mandatory Requirements: (Attach with Financial proposal). Preliminary Evaluation (Responsiveness Yes or No)</p> <ol style="list-style-type: none"> 1 Bidders must attach dully filled, stamped and signed form of tender indicating tender validity period of 120 days and the total tender sum. 2 Duly filled, signed and stamped price schedule. 3 The currency must be expressed in Kenya Shillings. 4 Tender Security equivalent to 1% of the tender sum. <p>The formula for determining the financial scores is the following: $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.</p> <p>The weights given to the Technical and Financial Proposals are: $T = 0.7$, and $P = 0.3$</p> <p>Combined Technical & Financial Evaluation</p> <p>The combined technical (S_t) and financial (S_f) scores shall be determined 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 Data Sheet: $S = S_t \times T\% + S_f \times P\%$.</p>																						

	The firm achieving the highest combined technical and financial score will be invited for negotiations.
	<p>Expected date and address for contract negotiations: <i>The date shall be communicated</i></p> <p><i>Business Registration Services</i> <i>Office of the Attorney General and Department of Justice</i> <i>P.O. Box 40112-00100</i> <i>NAIROBI, KENYA</i> <i>Telephone: 2227461/2/0/3/4</i></p>
7.2	<p>Expected date for commencement of consulting services Fourteen (14) days after order to commence</p>

Section 3. Technical Proposal - Standard Forms

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended. The forms include:

FORM T1: TECHNICAL PROPOSAL SUBMISSION FORM	20
FORM T2: CONSULTANT’S ORGANIZATION AND EXPERIENCE	21
A - CONSULTANT’S ORGANIZATION	21
B - CONSULTANT’S EXPERIENCE	22
FORM T3: COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE CLIENT	22
A - ON THE TERMS OF REFERENCE	23
B - ON COUNTERPART STAFF AND FACILITIES	24
FORM T4: DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT	25
FORM T5: TEAM COMPOSITION AND TASK ASSIGNMENTS	26
FORM T6: CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF	27
FORM T 7: STAFFING SCHEDULE¹	29
FORM T8 WORK SCHEDULE	30

Comments in brackets [] in the forms provide guidance to the Consultants for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.

Form T1: Technical Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope¹.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]²

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.7 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.2 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

1 [In case Paragraph Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with: "We are hereby submitting our Proposal, which includes this Technical Proposal only."]

2 [Delete in case no association is foreseen.]

Form T2: Consultant's Organization and Experience

A - Consultant's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.]

B - Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use 20 pages.]

Assignment name:	Approx. value of the contract (in current Ksh):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N ^o of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current Ksh):
Start date (month/year): Completion date (month/year):	N ^o of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	
Letter of Award*: Ref No.	Date:
Letter of Completion*: Ref No.	Date:

*Attach Correspondence

Firm's Name: _____

Name and title of Signatory _____

Form T3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

Form T4: Description of Approach, Methodology and Work Plan for Performing the Assignment

(For small or very simple assignments the Client should omit the following text in Italic)

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (50 pages, inclusive of charts and diagrams) divided into the following three chapters:

- a) Technical Approach and Methodology,*
- b) Work Plan, and*
- c) Organization and Staffing,*

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form T8.

c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

Form T5: Team Composition and Task Assignments

Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

Form T6: Curriculum Vitae (CV) for Proposed Professional Staff

1. Proposed Position [*only one candidate shall be nominated for each position*]: _____

2. Name of Firm [*Insert name of firm proposing the staff*]: _____

3. Name of Staff [*Insert full name*]: _____

4. Date of Birth: _____ **Nationality:** _____

5. Education [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

6. Membership of Professional Associations: _____

7. Other Training [*Indicate significant training since degrees under 5 - Education were obtained*]: _____

8. Countries of Work Experience: [*List countries where staff has worked in the last ten years*]: _____

9. Languages [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: _____

10. Employment Record [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From [Year]: ____ **To [Year]:** _____

Employer: _____

Positions held: _____

<p>11. Detailed Tasks Assigned</p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
--	--

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____
[Signature of staff member or authorized representative of the staff] Day/Month/Year

Full name of authorized representative: _____

Form T 7: Staffing Schedule¹

Nº	Name of Staff	Staff input (in the form of a bar chart) ²													Total staff-month input
		1	2	3	4	5	6	7	8	9	10	11	12	n	Total
Professional Staff															
1															
2															
3															
n															
													Subtotal		
Support Staff															
1															
2															
n															
													Subtotal		
													Total		

1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.

3 Field work means work carried out at a place other than the Consultant's home office.

Full time input

Part time input

Form T8 Work Schedule

N°	Activity ¹	Months ²												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

Section 4. Financial Proposal - Standard Forms

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

[The Appendix “Financial Negotiations - Breakdown of Remuneration Rates” is to be only used for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or Single-Source Selection method is adopted, according to the indications provided under paragraph 6.3 of Section 2.]

FORM F1: FINANCIAL PROPOSAL SUBMISSION FORM	32
FORM F2: SUMMARY OF COSTS	33
FORM F3: BREAKDOWN OF COSTS BY ACTIVITY¹	34
FORM F4-LS: BREAKDOWN OF REMUNERATION¹ (LUMP-SUM)	35
FORM F5 - LS: BREAKDOWN OF REIMBURSABLE EXPENSES (LUMP-SUM)	36

Comments in brackets [] in the forms provide guidance to the Consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.

Form F1: Financial Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. This amount is exclusive of the local taxes, which shall be identified during negotiations and shall be added to the above amount.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.14 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below²:

Name and Address of Agents	Amount (Kshs.)	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

-
- 1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form F2.
 - 2 If applicable, replace this paragraph with: “No commissions or gratuities have been or are to paid by us to agents relating to this Proposal and Contract execution.”

Form F2: Summary of Costs

Item	Amount (Kshs.)
Total Costs of Financial Proposal.	

Notes: Indicate the total costs including local taxes to be paid. Such total costs must coincide with the sum of the relevant sub-totals indicated in all Forms F3 provided with the proposal.

Form F3: Breakdown of Costs by Activity¹

Group of Activities (Phase):² _____ _____	Description:³ _____ _____
Cost component	Cost (Kshs.)
Remuneration ⁵	
Reimbursable Expenses ⁵	
Subtotals (1 -4)	

- 1 Form F3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form F3 for each group of activities. The sum of the relevant Subtotals of all Forms F3 provided must coincide with the Total Costs of Financial Proposal indicated in Form F2.
- 2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form T8.
- 3 Short description of the activities whose cost breakdown is provided in this Form.
- 4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form F2.
- 5 For each currency, Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms F4, and F5.

Form F4-LS: Breakdown of Remuneration¹ (Lump-Sum)

(This Form F4-LS shall only be used when the Lump-Sum Form of Contract has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

Name ²	Position ³	Staff-month Rate ⁴ (Kshs. per Month)
Professional Staff		
Support Staff		

- 1 Form F4-LS shall be filled in for the same Professional and Support Staff listed in Form T7.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of the Professional Staff shall coincide with the ones indicated in Form T5.
- 4 Indicate separately staff-month rate.

Form F5 - LS: Breakdown of Reimbursable Expenses (Lump-Sum)

(This Form F5 - LS shall only be used when the Lump-Sum Form of Contract has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

- 1 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
- 2 Indicate unit cost and currency.

Form F5: Breakdown of Reimbursable Expenses per activity

Activity No.

Name:

No.	Description	Unit	Quantity	Unit Price	Total Amount
1					
2					
3					
4					
	Grand Total				

Form F6: Miscellaneous Expenses

Activity No:

Name:

No.	Description	Unit	Quantity	Unit Price	Total Amount
1					
2					
3					

Other Forms (Attach in the Financial and Technical Proposals accordingly).

**REPUBLIC OF KENYA
CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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

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

<p><i>Part I- General:</i></p> <p>Business Name</p> <p>Location of business premises.....</p> <p>Plot No. Street/Road.....</p> <p>Postal Address.....Tel. No.....</p> <p>Nature of business.....</p> <p>Current Trade Licence No.....Expiring date.....</p> <p>Maximum value of business which you can handle at any one time : K£.....</p> <p>Name of your bankers.....Branch</p>

<input type="checkbox"/>	<p align="center">Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of origin.....</p> <p>*Citizenship details.....</p>																								
<input type="checkbox"/>	<p align="center">Part 2 (b) Partnership</p> <p>Given details of partners as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;"><i>Name</i></th> <th style="text-align: center;"><i>Nationality</i></th> <th style="text-align: center;"><i>Citizenship Details</i></th> <th style="text-align: center;"><i>Shares</i></th> </tr> </thead> <tbody> <tr><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> </tbody> </table>	<i>Name</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>								
<i>Name</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>																						
.....																						
.....																						
.....																						
<input type="checkbox"/>	<p><i>Part 2 (c) – Registered Company:</i></p> <p>Private or Public.....</p> <p>State the nominal and issued capital of company-</p> <p style="padding-left: 20px;">Nominal K£.....</p> <p style="padding-left: 20px;">Issued K£.....</p> <p>Given details of all directors as follows:-</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;"><i>Name</i></th> <th style="text-align: center;"><i>Nationality</i></th> <th style="text-align: center;"><i>Citizenship Details</i></th> <th style="text-align: center;"><i>Shares</i></th> </tr> </thead> <tbody> <tr><td>1.</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>2.</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>3.</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>4.</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>5.</td><td>.....</td><td>.....</td><td>.....</td></tr> </tbody> </table>	<i>Name</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>	1.	2.	3.	4.	5.
<i>Name</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>																						
1.																						
2.																						
3.																						
4.																						
5.																						
<p>DateSignature of Candidate.....</p>																									

*if Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration.

TENDER SECURITY (BANK GUARANTEE)

Bank Letterhead

Whereas [name of the tenderer] (hereinafter called “the tenderer”) has submitted its tender dated [date of submission of tender]for the supply, installation and commissioning of [name and/or description of the equipment](hereinafter called “the Tender”)KNOW ALL

PEOPLE by these presents that WE of having our registered office at (hereinafter called “the Bank/Insurance Company”), are bound unto [name of Procuring entity} (hereinafter called “the Procuring entity”) in the sum of for which payment well and truly to be made to the said Procuring entity, the Bank/Insurance Company binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank/Insurance Company _____ this day of 20 _____

THE CONDITIONS of this obligation are:-

- 1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
- 2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring Entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the authorized representative of the bank/insurance company] Seal
.....

TENDER SECURITY FORM (TENDER SECURING DECLARATION FORM (YOUTH, WOMEN AND PEOPLE LIVING WITH DISABILITIES))

To:

WHEREAS (Hereinafter called the Tenderer) has submitted its Tender dated for the provision of to **Office of Attorney General and Department of Justice (BRS)** through tender no.

WE THE UNDERSIGNED, DECLARE THAT:-

1. We understand that, according to your conditions, bids must be supported by a Tender Securing Declaration.
2. We accept that we will be automatically suspended from being eligible for bidding in any contract with you for a period of 5 years starting from date of letter of offer, if we are in breach of our obligations under the tender conditions, because we –
 - o Have withdrawn our bid during the period of tender validity, or,
 - o Having been notified of the acceptance of our bid by you during the period of tender validity –
 - o Fail or refuse to sign the contract when required, or
 - o Fail or refuse to furnish the Performance Security in accordance with the Instructions to Tenderers.
3. We understand that this Tender Securing Declaration shall expire if we are not the successful bidder, upon either of the following:-
 - a) Our receipt of a copy of your notification of the name of the successful bidder,
 - b) Twenty-eight (28) days after the expiry of our Tender.
4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

DATED AT ----- THIS-----DAY OF -----
2018.

Yours sincerely,
Name of Tenderer

Signature of duly authorized person signing the Tender

Name and Capacity of duly authorized person signing the Tender

Stamp or Seal of Tenderer

**SELF DECLARATION FORMS
REPUBLIC OF KENYA
PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)
FORM SD1**

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

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

Bidder's Official Stamp

**SELF DECLARATION FORMS
REPUBLIC OF KENYA
PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)
FORM SD2**

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 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 the Procuring entity) and duly authorized and competent to make this statement.
2. 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.
3. 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(name of the procuring entity)
4. THAT the aforesaid Bidder will not engage /has not engaged in any collusive practice with other bidders participating in the subject tender
5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

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

PERFORMANCE SECURITY FORM

To:

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

(hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20____ to

supply.....

[Description services](Hereinafter called “the contract”)

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of

[amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of

[amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of 20

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

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.....of20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical
address.....Fax No.....Tel. No.....Email, hereby request the Public
Procurement Administrative Review Board to review the whole/part of the above mentioned
decision on the following grounds , namely:-

- 1.
 - 2.
- etc.

By this memorandum, the Applicant requests the Board for an
order/orders that: -

- 1.
- 2.

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

Board Secretary

SECTION 5:

FRAMEWORK CONSULTANCY SERVICES ON RECRUITMENT

1. INTRODUCTION

The Government of Kenya is committed to improve the business environment in the country to support the private sector, promote growth and job creation in building an enterprise economy as outlined in the Vision 2030.

The Office of the Attorney General and Department of Justice as the custodian of the Business Registration Registries facilitated the development of legislation leading to the enactment of The Companies Act, 2015, The Insolvency Act, 2015 and the Business Registration Service Act, 2015. These Acts will help the country attain its objective of being the preferred investment destination in Africa.

Business Registration Service (BRS) is established under the Business Registration Service Act, 2015 as a semi-autonomous body under the Office of the Attorney General and Department of Justice. Its mandate includes: the general implementation of policies, laws and other matters relating to the registration of companies, partnerships and firms, individuals and corporations carrying on business under a business name, bankruptcy, hire purchase and security rights.

The Service is in the process of delinking from the Office of the Attorney General and Department of Justice and is required to function independently.

2. OBJECTIVES OF THE ASSIGNMENT

The objective of the assignment is to ensure that BRS staff are competitively recruited and on a need basis as per the prevailing Government Policies, recommendations of the State Corporations Advisory Committee (SCAC) and the policy directions issued by the Board in accordance with the Business Registration Service Act.

3. SCOPE OF THE ASSIGNMENT

(a) Preparatory Work

The consultant shall:

- (i) Institute (**Inception**) a study of the available information and the proposed approved operationalization documents;
- (ii) Preparation of a detailed work plan to be applied for respective assignments.
- (ii) The Consultant shall further assist the Board in competitively conducting the recruitment of the following positions:

NO.	DESIGNATION	GRADE	NO. OF POSTS	ADVERT NO.
1.	Director General	BRS 1	1	No. 1/2017
2.	Registrar of Companies	BRS 2	1	No. 2/2017
3.	Registrar of Security Rights	BRS 2	1	No. 3/2017
4.	Official Receiver	BRS 2	1	No. 4/2017
5.	Deputy Director Legal Compliance	BRS 3	1	No. 5/2017
6.	Deputy Director Legal Research	BRS 3	1	No. 6/2017
7.	Corporation Secretary	BRS 3	1	No. 7/2017
8.	Deputy Director Human Resource Mgt. Officer	BRS 3	1	No. 8/2017
9.	Administration Officer	BRS 3	1	No. 9/2017
10.	Deputy Director, Finance and Accounts Officer	BRS 3	1	No. 12/2017

(c). Vacancy identification and recruitment:

The consultant shall:

- (i) Liaise with, and assist BRS design the job descriptions for the specific roles;
- (ii) Liaise with BRS and prepare vacant position advertisements. BRS shall decide the mode of advertisement and meet the attendant costs;
- (iii) Receive applications, prepare and submit a long list report for all applications received in the format below:

Applications received for X Position

S/No.	Name of Applicant	Gender	National ID. or Passport No.
1.			

- (iv) Shortlist candidates based on transparency, fairness and upon the candidate's meeting the required qualifications outlined in the advertisement and submit the same to BRS;
- (v) Organize a meeting with BRS to discuss and agree on the shortlisted candidates.

- (vi) Conduct psychometric tests for the best fifteen candidates for each position for Job Grade 3 and above;
- (vii) Prepare and send a report to BRS recommending the best five (5) candidates for each position for final BRS interviews. This report shall also contain results of the initial interview, psychometric tests results and all relevant information or data on the recommended candidates, including copies of their applications, CVs, education and professional qualification certificates and national identity card;
- (viii) Prepare and plan for the final BRS interviews, including, agree on a date with BRS, invite candidates, prepare interview schedules, prepare interview guides and score sheets and prepare folders for the interview panel. The interview folders should be ready and sent to the interview panel at least seven (7) days before the set interview date. The Consultant shall attend BRS interviews, guide the interviewing panel, tally scores, and record deliberations;
- (ix) Prepare appropriate interview schedules and materials (including evaluation criteria, structured questions and points for examination, tests/assessment centres) covering the full cycle from short listing to selection;
- (x) Prepare and submit a comprehensive report at the conclusion of the interviews;
- (xi) Provide such other services as incidental and conducive to the foregoing.

(d) Evaluation

The consultant shall plan and evaluate logistics of orientation programme.

4. KEY DELIVERABLES AND TIME SCHEDULE

The Consultant shall undertake the following activities within the set time frames

:

Deliverables	Time frame
(a) Send the Long List of the report after the closing date of receipt of applications	2 weeks
(b) Prepare and send a report to BRS on shortlisted candidates after applications receipt closing date	3 weeks
(c) Organize a meeting with BRS to deliberate and agree on the shortlist after handing in the report of shortlisted candidates	1 week
(d) Invite the shortlisted candidates for initial interviews to be conducted from the date of the shortlist review and approval meeting	1 week
(e) Present a report detailing results of the initial interviews and Psychometric tests, after completion of the initial interviews. <u>NOTE</u> (i) The report shall include copies of application letter, CV, education and professional qualification certificates and national identity card of each of the five (5) best candidates for each position; (ii) The five (5) recommended candidates for each position shall be interviewed by BRS.	1 week

(f) Organize for the final interview date and preparing a schedule of the interviews, after BRS selects the qualified candidates from the report issues;	1 week
(g) Prepare interview guides, score sheets and other documents after the final interview;	2 days
(h) Attend the interviews and guide the panel, tally scores and record deliberation. Thereafter, prepare a final report of the outcome of the interviews. The report should contain application letters, copies of CV, education and professional qualification certificates and national identity card of the three (3) best candidates as ranked by BRS interview panel;	1 week
(i) Notify the successful candidates.	1 month

5. DATA TO BE PROVIDED BY THE CLIENT

BRS shall:

- a) Provide detailed job description(s) for the position(s);
- b) Provide information on vacant position grading, basic salary and other benefits;
- c) Facilitate and cater for the cost of advertisement of vacant position(s);
- d) Provide any other relevant information that may be required .

6. FACILITIES TO BE PROVIDED BY THE CLIENT

BRS shall provide the interview venues for the interview(s).

7. ELIGIBILITY

- a) Experience of firm is a minimum 5 years' experience in undertaking similar experience.
- b) Firm should provide a list of contracts undertaken in the last 5 years, values of contract and contact persons.

Qualification of Proposed staff for assignment:

- i. Team leader
 - a) It will be an added advantage to have a Master's Degree in HR, Business Management, Strategic Planning or a related field.
 - b) Provide a profile detailing years of experience in staff recruitment.
- ii. Team members-
 - a) At least Post graduate diploma in HR related field.
 - b) Provide a profile detailing years of experience in staff recruitment.

8. TERMS OF PAYMENT

The payment for the services shall be made on prorata basis as detailed here below:

- a) Twenty (20%) percent shall be paid upon approval by BRS of an acceptable Long list report on all applicants;
- b) Thirty (30%) percent shall be paid upon submission of an acceptable report on candidates to be interviewed by BRS;
- c) Fifty (50%) percent shall be paid upon presentation of an acceptable final report
- d) Cost of Psychometric Tests shall be reimbursed by BRS. However, the cost to be incurred must be with prior approval of BRS.

9. CONTRACT ADMINISTRATION

The contact person for the contract administration process shall be the Acting Director General, Business Registration Service. However for the recruitment of senior positions as highlighted in 3(b) (ii) above, the contact person shall be the Chair of the Human Resources and Finance Committee of the Board.

The consultant is notified that this may be negotiable.

SECTION 6: STANDARD FORMS OF CONTRACT

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Special notes

Contract for Consultant's Services

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III Special Conditions of Contract

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 stipulated under clause 6.4 of Special Conditions of Contract.
2. The Contract includes four parts: Form of Contract, the General Conditions of Contract, the Special Conditions of Contract and the Appendices.

CONTRACT FOR CONSULTANT'S SERVICES

between

[Name of the Client]

AND

[Name of the Consultant]

Dated: _____ *[date]*

I. FORM OF CONTRACT

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 represented 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
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] _____

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) “Subconsultant” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

1.2 Law Governing the Contract	This Contract, its meaning and interpretation and the relationship between the Parties shall be governed by the Laws of Kenya.
1.3 Language	This Contract has been executed in English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
1.4 Notices	Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.
1.5 Location	The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Kenya or elsewhere, as the 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.
1.7 Taxes and Duties	The Consultant, Subconsultant[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 Contract	Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period, after the Effective Date, as is specified in the SC.
2.4 Modification	Modification of the terms and Conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.
2.5 Force Majeure	
2.5.1 Definition	For the purposes of this Contract, “Force Majeure” means

an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

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

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

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

2.6 Termination
2.6.1 By the 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 any thing of value to influence the action of a public official in the selection process or in Contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of

Contract to the detriment of the Client, and includes collusive practice among consultants (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 Termination

Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the 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 Subconsultants or third parties.

3.2 Conflict of Interests

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 subconsultant[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 subconsultant[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 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 Consultant

The Consultant (a) shall take out and maintain and shall cause any subconsultant[s] to take out and maintain, at his (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 Actions Requiring Client's Prior Approval

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

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

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 Property 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 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 Subconsultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal and/or Replacement

- (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

Of Personnel

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.

6. PAYMENTS TO THE CONSULTANT

6.1 Lump-Sum Remuneration

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, 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

For the purposes of determining the remuneration due for additional services as may be agreed under

Services	Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
6.4 Terms and Conditions of Payment	Payments will be made to the account of the Consultant and according to the payment schedule stated in the “Special Conditions of Contract”.
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 ninety (90) 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) 1.4	<p>The Member in Charge is Elly Ogut The addresses are:</p> <p>Client:</p> <p style="text-align: right;">Office of the Attorney General and Department of Justice , Sheria House, Harambee Avenue, P.O Box 40112-00100, <u>NAIROBI, KENYA.</u></p> <p>Consultant: _____ Attention: _____ Telephone; _____ Telex: _____ Facsimile: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Client:</p> <p>For the Consultant: _____</p>
2.1	<p>The date on which this Contract shall come into effect is <i>upon signing of the contract</i> .</p> <p><i>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</i></p>
2.2	<p>The date for the commencement of Services is <i>(14 days after the signing of the contract)</i></p>
2.3	<p>The period shall be 9 months or such other period as the Parties may agree in writing.</p>
3.4	<p>The risks and coverage shall be:</p> <p>(i) Professional Liability: _____ (ii) Loss of or damage to equipment and property: _____</p>
6.2(a)	<p>The amount in foreign currency or currencies: Nil</p>
6.2(b)	<p>The amount in local Currency is _____ <i>[Insert amount]</i></p>

6.4

Payments shall be made according to the following schedule:

- a) Twenty (20%) percent shall be paid upon approval by BRS of an acceptable Long list report on all applicants;
- b) Thirty (30%) percent shall be paid upon submission of an acceptable report on candidates to be interviewed by BRS;
- c) Fifty (50%) percent shall be paid upon presentation of an acceptable final report
- d) Cost of Psychometric Tests shall be reimbursed by BRS. However, the cost to be incurred must be with prior approval of BRS.

Payments in Kshs shall be made to the following Account

Account Number: _____

Account Name: _____

Bank: _____

Address: _____

6.5

Payments will be made within 30 (Thirty) days of receipt of the invoice and the relevant documents specified in Clause 6.4 above.