



ISO 9001:2000 CERTIFIED

REQUEST FOR PROPOSALS (RFP)

**SELECTION OF CONSULTANT TO PROVIDE
WEB PORTAL CONSULTANCY**

RFP NO: KRA/HQS/RFP-041/2016-17

**TIMES TOWER BUILDING
P.O. BOX 48240 - 00100
TEL: +254 02 310900
WWW.KRA.GO.KE
NAIROBI, KENYA.**

**CLOSING DATE: 10TH MARCH, 2017
TIME: 12:00 NOON**

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SECTION I INVITATION TO TENDER

DATE _____

TENDER REF NO. RFP NO. KRA/HQS/RFP-041/2016-2017
TENDER NAME: PROVISION OF WEB PORTAL CONSULTANCY

- 1.1 The Kenya Revenue Authority invites proposals for the following Consultancy services:
PROVISION OF WEB PORTAL CONSULTANCY

More details of the services are provided in the Terms of Reference herein.

- 1.2 The Request for Proposal (RFP) includes the following documents;

Section I	-	Letter of Invitation
Section II	-	Information to Consultants
		Appendix to Consultants Information
Section III	-	Technical Proposal
Section IV	-	Financial Proposal
Section V	-	Terms of Reference
Section VI	-	Standard Forms

- 1.3 Interested eligible candidates may obtain further information and inspect the tender documents with detailed Requirements at the office of the:

Deputy Commissioner-Procurement & Supplies Services
Times Tower Building, 25th Floor,
P.O Box 48240– 00100 GPO,
Tel. +254 020 310900
Nairobi, Kenya.
website: www.kra.go.ke

- 1.4 A complete set of tender documents may be obtained by interested candidates upon payment of the non-refundable fee of Kshs. 1,000 or can be downloaded from KRA Website free of charge. Bidders who download the documents MUST register their details with the Authority using the following email address: eprocurement@kra.go.ke.
- 1.5 Prices quoted must be inclusive of all taxes and should remain valid for at least One Hundred and Twenty (120) days after the deadline of submission of the tenders.
- 1.6 Request for Proposal to be deposited in the Tender Box located on the Ground Floor, Times Tower Building, Haile Selassie Avenue, Nairobi on or before **12.00 Noon, Friday, 10th March, 2017**. Tenders will be opened immediately thereafter in the Convention Centre on the 5th floor, Times Tower Building in the presence of candidates' representatives, who choose to attend.
- 1.7 Completed Tender documents should be submitted in plain sealed envelopes and clearly marked "**RFP NO. KRA/HQS/RFP-041/2016-2017**" and addressed to:

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

- 1.8 A pre-proposal conference will be held on **Wednesday, 1st March, 2017 at 10:00 a.m.** in the Convention Centre 5th Floor of Times Tower Building. Interested bidders are invited to attend.
- 1.9 Kenya Revenue Authority reserves the right to accept or reject any tender without giving reasons thereof and does not bind itself to accept the lowest or any tender.

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

For: **Commissioner General**
Kenya Revenue Authority

SECTION II – INFORMATION TO CONSULTANTS (ITC)

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SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

- 2.1.1 The Kenya Revenue Authority will select a consulting firm or consortium of consultants under a lead consultant among those invited to submit proposals or those who respond to the invitation for proposals in accordance with the method of selection detailed under this section and consistent with the regulations.
- 2.1.2 The consultants are invited to submit a combined Technical Proposal and Financial Proposal.
- 2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix "ITC" to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 The Procuring entity will provide the inputs specified in the Appendix "ITC", assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2.1.6 The procuring entity's employees, committee members, board members and their relatives (spouses and children) are not eligible to participate.
- 2.1.7 The price to be charged for the tender document shall not exceed Kshs. 1,000/=
- 2.1.8 The procuring entity shall allow the Tenderer to review the tender document free of charge before purchase or downloading from the Authority's website.

2.2 Clarification and Amendment of RFP Documents

2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client's address indicated in the Appendix "ITC". The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, electronic mail, telex or facsimile to all invited consultants and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

2.3 Preparation of Technical Proposal

2.3.1 The Consultant's proposal shall be written in the English Language.

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

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

- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
- (ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall

however be based on the number of professional staff-time estimated by the firm.

- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

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

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

training, if Appendix “A” specifies training as a major component of the assignment.

(viii) Any additional information requested in Appendix “A”.

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section IV). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

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

2.4.3 Consultants shall express the price of their services in Kenya Shillings or any other easily convertible currency.

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

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

2.5 Submission, Receipt, and Opening of Proposals

2.5.1 The original proposal (Combined Technical Proposal and Financial Proposal) shall be prepared in indelible ink. It shall contain no interlineations or overwriting,

except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.

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

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

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

2.5.5 After the deadline for submission of proposals, the Proposal shall be opened immediately by the opening committee.

2.6 Proposal Evaluation General

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

2.7 Evaluation of Technical Proposal

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

Area	Points
CVs of the technical team or and the individual consultants.	30
Specific experience of the technical team or and individual consultants related to the assignment.	25
Adequacy of the proposed Methodology and Work Plan in responding to the Terms of Reference	45
Total Points	100

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

2.8 Public Opening and Evaluation of Financial Proposal

2.8.1 After Technical Proposal evaluation, the proposals that will not meet the minimum qualifying mark or considered non-responsive to the RFP and Terms of Reference will not be evaluated further.

2.8.2 The evaluation committee will determine whether the financial proposals are complete (i.e. Whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.

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

2.8.4 The formulae for determining the Financial Score (S_f) shall, unless an alternative formulae is indicated in the Appendix “ITC”, be as follows:-
 $S_f = 100 \times \frac{F_M}{F}$ where S_f is the financial score; F_m is the lowest priced financial proposal and F is the price of the

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

- 2.8.5 The tender evaluation committee shall evaluate the tender within 21 days from the date of opening the tender unless extended otherwise as provided in the Public Procurement and Assets Disposal Act 2015.
- 2.8.6 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.8.7 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price.
- 2.8.8 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.9 Negotiations

- 2.9.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in the Appendix “ITC”. The aim is to reach agreement on all points and sign a contract.
- 2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (and work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff,

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

- 2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.
- 2.9.6 The procuring entity shall appoint a team for the purpose of the negotiations.

2.10 Award of Contract

- 2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.
- 2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix ITC.
- 2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.10.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.10.5 The procuring entity shall give prompt notice of the termination to the Tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.10.6 To qualify for contract awards, the tenderer shall have the following:

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

2.11 Confidentiality

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

2.12 Corrupt or Fraudulent Practices

- 2.12.1 The procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.12.2 The procuring entity will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.12.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to Information to Consultants (ITC)

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

Clause Reference

2.1 The name and address of the Client is:

**KENYA REVENUE AUTHORITY
P.O. BOX 48240 – 00100,
TEL: +254 20 310900
NAIROBI, KENYA.**

2.1.1 The method of selection is:

COMPETITIVE BIDDING BASED ON QUALITY AND COST

2.1.2 Technical and Financial Proposals are requested: **YES** No

The name, objectives, and description of the assignment are:
PROVISION OF WEB PORTAL CONSULTANCY.

2.1.3 A pre-proposal conference will be held on Wednesday 1st March, 2017 at 10.00 am in the Convention Centre.

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

**GRACE MURICHU-KARIUKI (MRS)
DEPUTY COMMISSIONER
PROCUREMENT & SUPPLIES SERVICES
P.O. BOX 48240 – 00100,
TEL: +254 20 281 7022
E-MAIL: Grace.Murichu@kra.go.ke**

2.1.4 The Client will provide the following inputs:

- All data statistics and information required for the assignment.
- Provide office space necessary for the consultant to deliver.

2.1.7 These RFP documents are to be sold at a cost of Kenya shillings one thousand only (Kshs. 1,000.00) and free if downloaded from the Authority's website at www.kra.go.ke/notices/tenders or **IFMIS Tender Portal**.

2.3.3

(i) Consultants are **ALLOWED** to associate with qualified **other consultants**.

(ii) The estimated number of professional staff months required for the assignment is three (3) months.

- (iii) The minimum required experience of the lead consultant is 5 years as a lead consultant.
 - (vi) One alternate professional shall be allowed for each position. The CV of the alternate should be attached.
 - (vii) The Consultants must be free from any conflict of interest.
 - (vii) Consulting firms and proposed consultants must not have been blacklisted by international body for any malpractice.
 - (xi) Training is a specific component of this assignment:
Yes **NO**
- 2.4.2 Taxes: The Tenderer will pay for all the local taxes, duties, fees, levies and other charges applicable in Kenya. The financial proposal should therefore include any taxes payable in Kenya.
- 2.4.3 Consultants shall express the price of their services in **Kenya Shillings** or any other easily **convertible currency**.
- 2.4.5 The Proposal must remain valid for **120 DAYS** after the submission date.
- 2.5.2 Consultants must submit **a hard copy (original and ONE additional copy) and a soft copy version of each proposal**.
- 2.5.3 The proposal submission address is:
**COMMISSIONER GENERAL
KENYA REVENUE AUTHORITY
TIMES TOWER BUILDING
HAILE SELASSIE AVENUE
P.O. BOX 48240 – 00100,
TEL: +254 20 310900
NAIROBI, KENYA.**

Information on the outer envelope should also include:

“RFP NO. KRA/HQS/RFP-041/2016-2017”:

- 2.5.4 ***This proposal shall be a one bid envelope***
The original, copy and soft copy of the combined Technical and Financial proposal shall be placed in separate envelopes, duly marking the envelopes as “ORIGINAL”, “COPY” and “SOFT COPY” The envelopes shall then be sealed in an outer envelope. This outer envelope shall bear:

“PROVISION OF WEB PORTAL CONSULTANCY”

and clearly marked **“DO NOT OPEN BEFORE
FRIDAY, 10TH MARCH, 2017 AT 12:00 NOON.”**

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

2.7.1 The minimum technical score required to pass is: **80** distributed as follows;

<i>Area</i>	<i>Points</i>	<i>Cut off scores</i>
<p><i>CV of the proposed staff:</i></p> <p><i>Professional Qualifications:</i></p> <p><i>Team members must have the requisite qualifications and expertise in each of the following areas:</i></p> <p><i>Lead Consultant (1):</i></p> <p>1) Digital/Web Strategy development.....<i>2 marks</i></p> <p>2) Digital Communication and Branding.....<i>1 mark</i></p> <p>3) Change Management.....<i>1 mark</i></p> <p>4) Project Management with Risk Management skills.....<i>1 mark</i></p> <p>5) Training and Skills Needs Assessment (managerial, technical and creative capabilities related to Website and CMS management and sustainability)<i>1 mark</i></p> <p>6) Stakeholder Identification, Analysis and Mapping.....<i>1 mark</i></p> <p><i>Associate Consultants (2):</i></p> <p>1) Communication and User research.....<i>1 mark</i></p> <p>2) Web design and development (both front-end and back-end capabilities)<i>1 mark</i></p> <p>3) Business Analysis.....<i>1 mark</i></p> <p>4) Content Management (Strategy, Structures and Processes).....<i>1 mark</i></p>	<p><i>30</i></p>	<p><i>21</i></p>

<p>Academic qualification</p> <p>Lead Consultant (1):</p> <p>Degree3 marks</p> <p>Diploma2 marks</p> <p>Associate Consultants (1):</p> <p>Diploma1 mark</p> <p>Associate Consultants (1):</p> <p>Diploma1 mark</p> <p>Relevant technical experience</p> <p>Lead Consultant (1):</p> <p>Over 5-years' experience.....5 marks</p> <p>3-5years' experience.4 marks</p> <p>1-2 years' experience.1 mark</p> <p>Associate Consultant (1):</p> <p>Over 3 years' experience.....4 marks</p> <p>1-3 years' experience.2 marks</p> <p>Associate Consultant (1):</p> <p>3-5 years' experience.....4 marks</p> <p>1-3 years' experience.....2 marks</p> <p>(Provide copies of CVs and Certificates for all proposed staff in this assignment to qualify for full marks)</p>		
<p>Specific experience of the firm/consultant related to the assignment:</p> <p>The consulting firm must have experience in Digital Web Consultancy</p> <p>Over 5 years' experience.....9 marks</p> <p>3-5 years' experience.7 marks</p> <p>1-2 years' experience.5 marks</p> <p>Company Profile (2 marks)</p>	25	18

<p>Reference letter from the bank (2 marks)</p> <p><u>Organizational Experience</u></p> <p><i>Written and certified three (3) References sites and their telephone & email addresses (4 marks for each reference). This should include a brief explanation of the kind of work undertaken and results realized within the last five years.</i></p>		
<p><i>Adequacy of the proposed Methodology and Work Plan in responding to the Terms of Reference will be evaluated on how the consultant proposes to address the areas listed below;</i></p> <p>1) Conduct a Needs Assessment and Gap Analysis of KRA's internal and external environment (People, Process and Technology) with regards to the implementation of a Web Portal with E-commerce capabilities supported by an open source Web CMS.</p> <p><i>Consultants are expected to indicate the following:</i></p> <ul style="list-style-type: none"> ✓ <i>The nature and types of research methodology that will be employed in assessing KRA's internal and external environment covering the components of People, Process and Technology.....(1 mark)</i> ✓ <i>The research tools that will be utilized during the project.....(1 mark)</i> ✓ <i>The types of assessments that will be carried out during the project.....(1 mark)</i> ✓ <i>Steps for conducting a Gap analysis...(1 mark)</i> ✓ <i>Methods that will be employed to collect information.....(1 mark)</i> <p>2) Conduct a Skills Assessment of the project team and KRA staff critical in the implementation of the Web Transformation Project and management of the new Web Portal and open source Web CMS.</p> <p><i>Consultants are expected to indicate the following:</i></p> <ul style="list-style-type: none"> ✓ <i>Methods of identifying skill gaps of the project team and KRA staff.....(1 mark)</i> ✓ <i>Examples of key roles, tasks and desirable skills essential in the management of a Web Portal and open source Web CMS in a large organization.....(1 mark)</i> 	45	31

<p>✓ <i>Models that will be employed to conduct the skills analysis.....(1 mark)</i></p> <p>✓ <i>A list of key teams within a large organization such as KRA that are relevant to the implementation of the solutions.....(0.5 marks)</i></p> <p>✓ <i>Sample of a template that will be used to analyze both technical and creative capabilities of staff in relation to the implementation of a new Web portal and open source Web CMS.....(0.5 marks)</i></p> <p>3) Provide the Authority with viable recommendations that will guide the implementation of a Web Portal with E-commerce capabilities supported by an open source Web CMS.</p> <p><i>Consultants are expected to indicate the following:</i></p> <p>✓ <i>The rationale (logic) that will lead to the formulation of viable recommendations.....(0.5 marks)</i></p> <p>✓ <i>How they will classify their recommendations.....(0.5 marks)</i></p> <p>4) Identify the key internal and external stakeholders relevant to the KRA Web Transformation project implementation. This includes engaging them to understand and gain insights on their needs and expectations with regards to the project.</p> <p><i>Consultants are expected to indicate the following:</i></p> <p>✓ <i>Methods for identifying and analyzing stakeholders.....(1 mark)</i></p> <p>✓ <i>A sample list of internal and external stakeholders that would be relevant to the project...(1 mark)</i></p> <p><i>Methods that will be used to engage both internal and external stakeholders.....(1 mark)</i></p> <p>✓ <i>Sample of Stakeholder Identification Matrix(template) that will be used during the project.....(1 mark)</i></p> <p>✓ <i>Factors that can impact effective management of identified stakeholders relevant to the project.....(1 mark)</i></p>		
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<p>5) Undertake a holistic scope definition and development of technical and functional specifications for the Web Transformation Project.</p> <p><i>Consultants are expected to indicate the following:</i></p> <ul style="list-style-type: none"> ✓ <i>Parameters for the scope definition(1 marks)</i> ✓ <i>Step-by-step process of defining the scope for the implementation of a Website project.....(1 mark)</i> ✓ <i>Factors to be considered in defining and developing technical and functional specifications.....(2 marks)</i> <p>6) Develop a Business Case and Project Cost Estimates/Budget options for the implementation of a Web Portal with E-commerce capabilities supported by an open source Web CMS based on the environmental analysis.</p> <p><i>Consultants are expected to indicate the following:</i></p> <ul style="list-style-type: none"> ✓ <i>Step-by-step process of conducting a market survey to support the implementation of a Web Portal and open source Web CMS for a large organization.....(2 marks)</i> ✓ <i>Description of key components of a Business Case....(1 mark)</i> ✓ <i>Appraisal methods that will be used to define project cost estimates.....(1 mark)</i> ✓ <i>Factors to be considered in generating cost estimates for the implementation of a Web portal with E-commerce capabilities supported by an open source Web CMS.....(1 mark)</i> ✓ <i>An example of an implementation approach for a large organization.....(1 mark)</i> <p>7) Define and recommend an internal staff structure with relevant job descriptions mandated to support the management of the new Web Portal and open source Web CMS.</p> <p><i>Consultants are expected to indicate the following:</i></p> <ul style="list-style-type: none"> ✓ <i>Define types of structures relevant to website</i> 		
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<p><i>governance.....(1 mark)</i></p> <ul style="list-style-type: none"> ✓ <i>Identify key policies relevant to website governance.....(0.5 marks)</i> ✓ <i>Key considerations in the implementation of an internal staff structure for website governance.....(1 mark)</i> ✓ <i>Examples of website governance models and structures relevant to a large organization.....(0.5 marks)</i> ✓ <i>Description of key areas of responsibility relevant to website governance grouped in strategic, tactical and operational levels.....(1 mark)</i> <p>8) Define and document the Information Architecture for the new Web Portal and open source Web CMS.</p> <p><i>Consultants are expected to indicate the following:</i></p> <ul style="list-style-type: none"> ✓ <i>Description of the methodology that will be employed in defining the Information Architecture of a new Web portal and open source Web CMS for KRA.....(0.5 mark)</i> ✓ <i>Description of tasks and deliverables relevant in defining the Information Architecture of a Web portal/website and CMS.....(0.5 mark)</i> ✓ <i>How they will handle integration and management of information during the definition of the Information Architecture.....(1 mark)</i> <p>9) Develop the Content Management strategy, structure and processes that will guide an organization-wide management of the Web Portal and open source Web CMS.</p> <p><i>Consultants are expected to indicate the following:</i></p> <ul style="list-style-type: none"> ✓ <i>Key considerations that will be factored in defining a Content Management Strategy for KRA's new Web Portal and other owned digital platforms.....(1 mark)</i> ✓ <i>Sample of a Content Management structure and roles for a large organization.....(1 mark)</i> 		
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<p>✓ <i>List and describe key content processes and their relevance in Website governance.....(1 mark)</i></p> <p>10) Recommend and advise KRA on the optimal web hosting needs and security setups/controls to consider with regards to the implementation of the new solutions.</p> <p><i>Consultants are expected to indicate the following:</i></p> <p>✓ <i>Industry standard security protocols/measures appropriate for a corporate website.....(0.5 marks)</i></p> <p>✓ <i>Criteria for selection of a suitable service provider (ISP)..... (0.5 marks)</i></p> <p>✓ <i>Key considerations for site optimization.....(0.5 marks)</i></p> <p>✓ <i>Identify the pros and cons of on-site, off-site and cloud hosting (0.5 marks)</i></p> <p>11) Recommend and advise KRA on the software and hardware requirements that will support the implementation of the Web Portal and Web CMS based on a thorough analysis of the IT framework and environment of the Authority.</p> <p><i>Consultants are expected to indicate the following based on the options of on-site, off-site and cloud hosting:</i></p> <p>✓ <i>Bandwidth considerations.....(0.5 mark)</i></p> <p>✓ <i>Disk storage and memory.....(0.5 mark)</i></p> <p>✓ <i>Load balancing considerations.....(0.5 mark)</i></p> <p>✓ <i>Backup setup.....(0.5 mark)</i></p> <p>✓ <i>Mirrored sites (failover).....(0.5 mark)</i></p> <p>12) Advise on the most viable approaches for the interfacing of the new Web Portal with other KRA business systems such as iTax, iCustoms, SIMBA, CRM, ERP, among others.</p> <p><i>Consultants are expected to indicate the following:</i></p> <p>✓ <i>Comparison of web services, APIs and database views outlining the pros and cons of each.....(1 mark)</i></p>		
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<p>13) Identify and profile the possible project risks and outline a Risk Management Strategy to support implementation of the solution.</p> <p><i>Consultants are expected to indicate the following:</i></p> <ul style="list-style-type: none"> ✓ <i>Risk Management methodology that will be used in the project.....(1 mark)</i> ✓ <i>Sample template of a Risk Management Plan that will be used during the project.....(1 mark)</i> ✓ <i>Methods of risk analysis that will be used during the project.....(1 mark)</i> <p>Project Implementation Plan Consultants are required to provide a detailed Project Implementation Plan (refer to Appendix 1: Project Milestone Matrix) indicating:</p> <ul style="list-style-type: none"> ✓ <i>Expected project component activities to accomplish the assignment.....(0.5 mark)</i> ✓ <i>The parties responsible for each component, duration for each activity.....(0.5 mark)</i> ✓ <i>Milestones and expected deliverables.....(0.5 mark)</i> <p>Training and Knowledge Transfer Consultants are expected to commit to the following:</p> <ul style="list-style-type: none"> ✓ <i>Closely collaborate and work hand-in-hand with the KRA Web Transformation project team in achieving the deliverables described in the Project Scope & Objectives and Project Milestone Matrix (1 mark)</i> 		
Total Points	100	70

The technical part will be evaluated out of 100 with a cut off score of 70 marks.

2.8.5 Alternative formulae for determining the financial scores is the following:
NONE

The weights given to the Technical (P) and Financial (S) Proposals are:

P = 80%

S = 20%

2.10.2 The assignment is expected to commence immediately after award.

SECTION III: TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

- 3.1** Preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultants own risk and may result in rejection of the consultant's proposal.
- 3.2** The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.
- 3.3** This proposal shall be a one bid envelope with combined Technical and Financial proposals.
- 3.4** The technical proposal shall contain the following:-
- i. Submission letter
 - ii. Capability statement
 - iii. Particulars of the consultant firm or consultant including Curriculum vitae (CV)
 - iv. Comments and suggestions of the consultant on the terms of reference, personnel, facility and other requirements to be provided by the procuring entity.
 - v. Description of the methodology and work plan/ execution plan for performing the assignment
 - vi. Any proposed staff to assist in the assignment.
 - vii. Consultancy services activities times' schedule.
 - viii. Reference sites for previous similar works- Written and certified References from at least three (3) existing clients complete with telephone & email addresses.

EVALUATION CRITERIA

The evaluation of the proposal will be based on the following criteria:

A. TENDER RESPONSIVENESS (MANDATORY)

The submission of the following items will be required in the determination of the Completeness of the Bid. Bids that do not contain these documents will be declared non responsive and shall not be evaluated further. (These documents are mandatory)

1. Certificate of Registration/Incorporation.
2. Duly Completed and Signed Confidential Business Questionnaire.
3. Valid Tax Compliance Certificate
4. Combined Technical and Financial Proposals.

B. TECHNICAL EVALUATION CRITERIA (80 marks)

Technical evaluation will be in accordance with Appendix to Information to Consultants (ITC) Section 2.7.1.

C. OVERALL TENDER EVALUATION CRITERIA

The tender evaluation criteria is weighted as follows; -

Criteria	Maximum Score
Tender Responsiveness	mandatory
Weighted Technical specifications scores	80
Weighted Financial & Delivery Schedules	20
Totals	100

SECTION III - TECHNICAL PROPOSAL

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1. TECHNICAL PROPOSAL SUBMISSION FORM

_____ *Date*

To: _____ *[Name and address of Client]*

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for

_____ *[Title of consulting services]* in
accordance with your Request for Proposal dated _____
[Date] and our Proposal.

We are hereby submitting our Proposal, which includes this Technical Proposal and a
Financial Proposal sealed in the same envelope.

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

We remain,

Yours sincerely,

_____ *[Authorized Signature]:*

_____ *[Name and Title of Signatory]:*

_____ *[Name of Firm]:*

_____ *[Address]:*

2. FIRM'S REFERENCES

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

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

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

Firm's Name: _____
Name and Title of Signatory; _____

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

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

Background Information

Service Requirements

Proposed Methodology and Tools

Mobilization Period

Reporting

Duration of the Project

Project Plan

Potential Issues/Risks

Terms of Payment

4 DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

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

Proposed Position:

Name of Firm:

Name of Staff:

Profession:

Date of Birth:

Years with Firm: _____ Nationality: _____

Membership in Professional Societies:

Detailed Tasks Assigned:

Key Qualifications:

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

Education:

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

Employment Record:

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

Certification:

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

_____ Date:

[Signature of staff member]

_____ Date; _____
[Signature of authorized representative of the firm]

Full name of staff member:

Full name of authorized representative:

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

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

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

8. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

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

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

(b). Completion and Submission of Reports

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

SECTION IV: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc., as may be applicable. The costs should be broken down so as to be clearly understood by the procuring entity.

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

The financial proposal shall contain the following.

- i. Submission letter indicating total fees
- ii. Summary of costs
- iii. Breakdown of fees per activity
- iv. ***Because of the need to consult on some particular services from time to time, the consultants are required to indicate the individual hourly, daily, weekly or monthly rate for use when continuous engagement is not desirable. This would be for example be during evaluation of bids and the actual project implementation where the consultant could act as the employer's agent. These rates should be captured in the breakdown of remuneration in the financial proposal.***

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

SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS

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1. FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

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

We remain,

Yours sincerely,

_____ [Authorized Signature]:

_____ [Name and Title of Signatory]:

_____ [Name of Firm]:

_____ [Address]:

2. SUMMARY OF COSTS

Costs	Currency in Kshs.	Amount(s)
Subtotal		
Taxes		
Total Amount of Financial Proposal		<hr/>
**Kindly give a breakdown of the line items adding up to the total amount of the Financial Proposal.		

3. BREAKDOWN OF REMUNERATION

Role	Remuneration Rate	Amount (Kshs.)
Partners (i) (ii)		
Management Consultant (i) (ii)		
Lead consultant (i) (ii)		
Associate Consultants (i) (ii)		
Senior Consultants (i) (ii)		
Support Staff (i) (ii)		
Grand Total		

SECTION V: - TERMS OF REFERENCE

1.0 Background Information

About Kenya Revenue Authority

Kenya Revenue Authority (KRA) was established in 1995 by an Act of Parliament, Chapter 469 of the Laws of Kenya. The Authority is the principal government revenue collection agency and accounts for over 95% of Government Ordinary Revenues. KRA administers the revenue aspects of 18 Acts of Parliament as well as collecting agency revenue for several Government Agencies.

The Authority is divided into the following Departments and Divisions:

- Customs and Border Control Department
- Domestic Taxes Department
- Investigations & Enforcement Department
- Legal Services and Board Coordination Department
- Strategy, Innovation and Risk Management Department (Research, Knowledge Management & Corporate Planning, Corporate Risk Management, Internal Audit, Corporate Tax Dispute Resolution Divisions)
- Corporate Support Services Department (Information & Communication Technology, Traffic Revenue, Human Resources, Finance, Procurement Support & Supplies, Regional Offices, Administration & Logistics and Security Divisions)
- Kenya School of Revenue Administration
- Marketing & Communication Division
- Ethics & Integrity Division

KRA is geographically structured as follows:

- Headquarters – Times Tower, Nairobi
- Central – Regional Headquarters in Nyeri
- Northern – Regional Headquarters in Embu
- North Rift Valley – Regional Headquarters in Nakuru
- South Rift Valley – Regional Headquarters in Eldoret
- Southern – Regional Headquarters in Mombasa
- Western – Regional Headquarters in Kisumu

Our Strategic Objectives

- 1) Enhancing revenue mobilization by broadening the revenue base, enhancing compliance and combating tax evasion and fraud using intelligence and risk based forward looking enforcement.
- 2) Strengthening revenue administrative capacity and enhancing transparency and fairness through organizational change and business process optimization.
- 3) Creating a staff establishment that is professional, courteous, accessible and proactive in solving customer problems.
- 4) Enabling business by leveraging on technology to achieve full electronic customer service and enhance professional efficiency and service delivery in line with best practice, to achieve high customer satisfaction levels.

In the period 2015/16 – 2017/18, the Authority seeks to focus on the following priority areas:

- i. Enhancing revenue collection
- ii. Improving border security
- iii. Improving the business climate
- iv. Enhancing trade facilitation
- v. Supporting regional integration
- vi. Supporting modernization and automation of Government
- vii. Enhancing integrity

Vision

To facilitate Kenya's Transformation through Innovative, Professional and Customer-Focused Tax Administration.

Mission

Building Trust through Facilitation so as to foster Compliance with Tax and Customs Legislation.

Core Values

- Trustworthy
- Ethical
- Competent
- Helpful

About the KRA Web Transformation Project

KRA maintains a presence on the internet via a corporate Website for use by taxpayers and other stakeholders. The Website is used to disseminate information to taxpayers and other stakeholders including being an access point for the Authority's online services.

The current KRA Website was developed in 2009 and has remained static in terms of design, functionality, technology and usability rendering it outdated and minimizing its capacity to address the ever-changing needs of external audiences. This means that the current website's full potential is not realized. In addition, the platform falls short of fulfilling customer needs of accessing instant and up to date information and feedback on queries.

Rather than being functional, the current website is based on KRA's organizational structure thereby rendering the user journey difficult as customers are unable to instantly and efficiently retrieve relevant content including accessibility to our Digital services. In terms of technology, the website is built on an old version of a free Content Management System (CMS), Joomla which has restricted scaling, updating and upgrading of both the site structure and its content.

On the other hand, the existing CMS does not support workflows, including restricted authorization on content updating thereby increasing turnaround time for content submission, editing and posting.

Website technology has advanced rapidly thereby driving the need for organizations to implement appealing, engaging and interactive platforms that can serve diverse functions aside from communication including providing decision making support and enabling organizations to meet their business objectives. Towards this end, KRA has commissioned a Project that will implement a new, modern Web portal that will drive KRA's web presence in offering communication, customer education and transactional services.

Participating Consultants

The winning consultant will not be allowed to participate in the resulting tender for web development.

2.0 Problem Statement

The challenge for the KRA Web Transformation Project is undertaking a holistic scope definition based on People, Process and Technology. The Authority therefore seeks to contract a reputable consulting entity with multi-skilled experience, knowledge and expertise in successfully implementing Web Portals with E-commerce capabilities supported by open source Web Content Management Systems for large organizations.

3.0 Project Context

Increased Internet usage and digital literacy has amplified the number of users who prefer to consume content and access services online. The Internet has become an effective tool for e-governance, assisting KRA to connect with citizens who have previously been excluded from the formal tax system. With over half of Kenyans accessing the Internet on mobile devices, a mobile

responsive website would be integral in engaging taxpayers for almost all online transactions. This will reduce the queues and waiting times at KRA offices, as well as minimize human intervention that may lead to integrity related issues. This endeavor will also reduce the cost incurred by the citizenry as they seek to comply with their tax rights and obligations.

The new website should serve to interface with KRA's online systems as well as automate current manual processes to act as a one-stop shop for customer self-service.

The new website should also be in line with the Authority's strategic direction of providing timely, sufficient, reliable and useful information to taxpayers and re-establish it as the primary source of information related to tax and fiscal policy.

The other underlying principle of pursuing the implementation of a new Web portal and open source Web CMS is that, KRA is committed to ensure effective communication with external audiences; proactive relationship building with stakeholders; enhanced customer support by aligning its services to user needs; brand building; enhancing voluntary compliance through customer education and engagement.

The project implementation is majorly aligned to the Authority's fourth strategic objective: *"Enabling business by leveraging on technology to achieve full electronic customer service and enhance professional efficiency and service delivery in line with best practice, to achieve high customer satisfaction levels."*

The project will cover an in-depth analysis of the internal and external environment of KRA focusing on People, Process and Technology.

4.0 Project objectives and scope

- 1) Conduct a Needs Assessment and Gap Analysis of KRA's internal and external environment (People, Process and Technology) with regards to the implementation of a Web Portal with E-commerce capabilities supported by an open source Web CMS.
- 2) Conduct a Skills Assessment of the project team and KRA staff critical in the implementation of the Web Transformation Project and management of the new Web Portal and open source Web CMS.
- 3) Provide the Authority with viable recommendations that will guide the implementation of a Web Portal with E-commerce capabilities supported by an open source Web CMS.
- 4) Identify the key internal and external stakeholders relevant to the KRA Web Transformation project implementation. This includes engaging them to understand and gain insights on their needs and expectations with regards to the project.
- 5) Undertake a holistic scope definition and development of technical and functional specifications for the Web Transformation Project.
- 6) Develop a Business Case and Project Cost Estimate/Budget options for the implementation of a Web Portal with E-commerce capabilities supported by an open

source Web CMS based on the environmental analysis.

- 7) Define and recommend an internal staff structure with relevant job descriptions mandated to support the management of the new Web Portal and open source Web CMS.
- 8) Define and document the Information Architecture for the new Web Portal and open source Web CMS.
- 9) Develop the Content Management strategy, structure and processes that will guide an organization-wide management of the Web Portal and open source Web CMS.
- 10) Recommend and advise KRA on the optimal web hosting needs and security setups/controls to consider with regards to the implementation of the new solutions.
- 11) Recommend and advise KRA on the software and hardware requirements that will support the implementation of the Web Portal and Web CMS based on a thorough analysis of the IT framework and environment of the Authority.
- 12) Advise on the most viable approaches for the interfacing of the new Web Portal with other KRA business systems such as *iTax*, *iCustoms*, SIMBA, CRM, ERP, among others.
- 13) Identify and profile the possible project risks and outline a Risk Management Strategy to support implementation of the solution.
- 14) Evaluation of the Tender for design, development, implementation, support and maintenance services.
- 15) Closely collaborate and work hand-in-hand with the KRA Web Transformation project team in achieving the deliverables described in the Project Scope & Objectives and Project Milestone Matrix.

The Authority wishes to engage the winning Lead Consultant in evaluating proposals submitted by potential bidders who will be interested in implementing a new Web Portal and open source Web Content Management System.

The tender evaluation will be conducted for approximately five days. Consultants will be remunerated as per rates in the breakdown of remuneration in the financial proposal.

The scope of the project will cover the following:

- i. The internal and external audiences, customers and stakeholders relevant to project implementation irrespective of their geographical location.
- ii. All KRA departments, divisions, business units, regional offices and stations and ongoing projects. The Authority will facilitate the provision of the relevant support in accessing any documents or information from regional offices and stations.

5.0 Level of Consultant Involvement

Understanding and Capability to undertake the Assignment

Consultants are required to demonstrate their understanding of the project, financial and resource capacity. They are expected to provide detailed responses on their proposed service offering based on the outlined: Problem Statement, Project Context, Project Objectives and Scope. Consultants are expected to bear in mind the following:

- i. Consultants are expected to validate the **Terms of References (ToRs)** as contained in this document and demonstrate that they fully understand the expectations of KRA and prioritize the implementation of the same.
- ii. Consultants should attend a pre-bid briefing whereby any clarifications and questions shall be addressed;
 - a. The consulting firm is expected to send a suitable representative with relevant skills, knowledge, experience and competencies in the area of consultancy.
 - b. In addition, the representatives need to be individuals that are actively involved in developing consulting proposals and making the necessary decisions with regards to a tendering process.
- iii. All consulting firms should indicate the technical contact person and their details (telephone/mobile number, email address, postal address) in their proposals.
- iv. KRA on its own volition will undertake due diligence to verify consulting services undertaken in the past.
- v. Simple statements such as “**yes**”, “**no**”, “**comply**” or **any other similar statements** will not be considered as a substantial response. Vague, non-committal, blanket and repetitive statements will not suffice.
- vi. Consultants should articulate how they will ensure their proposed service offering will meet the business needs of the Authority.

6.0 Potential Issues/Risks

Consultants are also required to identify potential complexities, risks and dependencies that will require special attention, indicating the level of involvement required from KRA and the Consultant.

7.0 Reporting and Action Plans

The Consultant will collaborate with the KRA team to deliver the project objectives and scope, thereafter agree on the timelines. In addition, the Consultant in liaison with the KRA team will deliberate on a viable Action Plan outlining a Reporting Framework in agreement

with the Authority's requirements.

8.0 Project Timeline

Consultants are expected to complete the project in a maximum period of three (3) months, though a shorter duration will be preferred. It is important to note that this timeframe is critical.

In addition to the main proposal, consultants may submit an alternative proposal for this project. Where a consultant wishes to provide an alternative proposal, this has to be delivered within the three months.

9.0 Project Implementation Plan

Consultants are required to provide a detailed Project Implementation Plan indicating expected project component activities to accomplish the assignment, the parties responsible for each component, duration for each activity, milestones and expected deliverables. Consultants are notified that this plan, after review with KRA, will form part of the contract with the successful bidder.

10.0 Capacity to deliver the project

1. Consultants are required to provide detailed description of their capacity to deliver the assignment by giving detailed responses to the desired skills and expertise as stipulated under '*Type of consulting involvement required*' below.
2. In the case of a consortium or a joint venture, the leading consultant must be clearly identified and a teaming agreement provided.
3. For Consultants who propose to deliver the assignment they must do so using their own internal resources. Sub-contracting or third party delivery is not allowed.

11.0 Performance Evaluation

Performance will be evaluated and measured against stipulated milestones and deliverables (***Refer to Appendix 1: Project Milestone Matrix***).

12.0 Terms and Conditions

Responsibilities of the Consultant

- Undertake the implementation of the project as per the Project Objectives and Scope.
- Familiarize with the KRA 6th Corporate Plan and align the project towards the outlined strategic objectives.

- Provide sufficient responses to the ToRs.
- Provide a dedicated, competent and reliable team for the project and consult KRA of any changes in staff in good time.
- Avail the project team on-site as and when required.
- Bear costs of project information, documentation and reporting.
- Clear work plan and methodical approach for the project implementation.
- Enter into a Non-Disclosure Agreement with the Authority
- Identify project risks, assumptions and dependencies.
- Identify and outline performance/key success metrics for the project.
- Outline any project assumptions and constraints
- Provide information about referees, experience, past assignments and capacity on a timely basis.
- Adhere to the regulations and policies of the Authority.

Responsibilities of KRA

- Orientation of the Consultant after tender award.
- Dedicated Project Implementation Team to work with the consultant on implementation of the project.
- Support for the project (Consultant and Project Implementation Team) from Senior Management.
- Availability of office space and other resources for the Consultant and the project team as and when required.
- Sensitization of staff on the project for maximum co-operation.
- Timely provision of information and quick turn-around time on communication.
- Timely payment of the Consultant's price upon satisfactory conclusion of the agreed deliverables.
- Prompt interventions in the event of challenges encountered during the project implementation.

13.0 Type of Consulting involvement required

Consultants are notified that this is a business transformation project; therefore they must possess the requisite capacity to deliver the project's key components. The Consultant is expected to possess specialized skills, with at least five (5) years' experience in Digital

Communication, Web Design and Development. The following areas will be an added advantage:

- Web design and development (both front-end and back-end capabilities)
- Communication and User research
- Stakeholder Identification, Analysis and Mapping
- Digital Strategy
- Business Analysis
- Content Management
- Digital Communication and Branding
- Change Management
- Project Management with Risk Management skills.
- Training and Skills Needs Assessment (technical and creative)

14.0 Terms of Payment

The terms of payment will be based on achievement of the agreed deliverables after exhaustive consultation with KRA.

15.0 Response Criteria

In relation to KRA's RFP evaluation criteria (tender responsiveness, technical specifications, financial proposal & delivery schedules) each proposal will be evaluated to ensure that the Consultant has: offered an appropriate solution to the business problem at hand, covered all components of the service requirements and possesses sufficient resource strength to carry out the entire scope of work.

16.0 Appendix 1: Project Milestone Matrix

Consultants should bear in mind that the delivery of technical specifications for the actual implementation of the solutions is a **critical** deliverable and should be achieved within the **first month of the project kick-off**.

No	Activity	Milestone	Timeline
1)	Feasibility study (Needs Assessment, User Research) Market Analysis, Competitor Analysis, Gap Analysis of the internal and external environment based on People, Process and Technology)	Technical and functional requirements	Month One
		Defined and documented project scope	
		Documented recommendations to guide project implementation	
		Documented Business Case and business options	
		Appraisal of the Project Cost Estimates/Budget options	
		Defined and documented Information Architecture for the new solutions (Web Portal and Open Source Web Content Management System	
		Defined and documented:	Month Two
		<ul style="list-style-type: none"> • Content Management Strategy • Content Management Structure • Content Management procedures and processes 	
		Documented Stakeholder Identification, Analysis and Mapping	Month Three
		Documented web hosting needs and security requirements	
Documented hardware and software requirements needed for successful project implementation			
Documented Risk Assessment and Risk Management Strategy to support project implementation			
		Documented approach for interfacing of the new solutions with KRA business systems	
2)	Skills and Training	Documented Skills and Training Needs	Month Two

	Needs Assessment of project team and KRA staff	Documented Internal Staff Structure and job descriptions to support the management of the Web Portal and Open Source Web Content Management System	
		Conduct training and knowledge transfer to the project team	Month One to Three
3)	Advertising of the implementation Tender	Evaluation of bid documents submitted by potential bidders	5 Days (Month Three)

SECTION VI: STANDARD FORMS

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

Part 1 – General																																																								
1.1	Business Name																																																							
1.2	Location of Business Premises.																																																							
1.3	Plot No..... Street/Road																																																							
	Postal Address																																																							
	Tel No. Fax E mail																																																							
1.4	Nature of Business,																																																							
1.5	Registration Certificate No.																																																							
1.6	Maximum Value of Business which you can handle at any one time – USD.....																																																							
1.7	Name of your Bankers Branch																																																							
Part 2 (a) – Sole Proprietor																																																								
2a.1	Your Name in Full Age																																																							
2a.2	Nationality Country of Origin																																																							
	Citizenship Details																																																							
Part 2 (b) Partnership																																																								
2b.1	Given details of Partners as follows:																																																							
2b.2	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 30%; text-align: center;"><u>Name</u></th> <th style="width: 30%; text-align: center;"><u>Nationality</u></th> <th style="width: 20%; text-align: center;"><u>Citizenship Details</u></th> <th style="width: 10%; text-align: center;"><u>Shares</u></th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>	1.	2.	3.	4.																									
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Part 2 (c) – Registered Company																																																								
2c.1	Private or Public																																																							
2c.2	State the Nominal and Issued Capital of Company-																																																							
	Nominal USD																																																							
	Issued USD																																																							
2c.3	Given details of all Directors as follows																																																							
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Part 3 – Eligibility Status																																																								

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

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

.....
.....
.....

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

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

.....
.....
.....
.....
.....

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

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

.....
.....
.....
.....
.....

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

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

.....
.....
.....

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

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

.....
.....
.....
.....
.....

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

Date Signature of Candidate

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

REPUBLIC OF KENYA

STANDARD FORM OF CONTRACT

FOR

CONSULTING SERVICES

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

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Special Notes

- 1 The Lump-Sum price is arrived at on the basis of inputs – including rates – provided by the Consultant. The Client agrees to pay the Consultant according to a schedule of payments linked to the delivery of certain outputs, usually reports. Lump-sum contracts have the simplicity of administration, the Client having only to be satisfied with the outputs without monitoring the staff inputs and should be used for large Assignments in for example Design; Engineering; Supervision and Management Services; Master plans; Economic and Feasibility studies; and Surveys.

2. The Contract includes four parts: Form of Contract, the General Conditions of Contract, the Special Conditions of Contract and the Appendices. The Client using this standard contract should not alter the General Conditions. Any adjustment to meet any specific project features should be made only in the Special Conditions.

CONTRACT FOR CONSULTANT'S SERVICES
Large Assignments (Lump-Sum Payments)

between

[name of the Client]

AND

[name of the Consultant]

Dated: _____ *[date]*

FORM OF CONTRACT

Large Assignments (Lump-Sum Payments)

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

_____ [name of consultant] of [or whose registered office is situated at] _____ [location of office] (hereinafter called the "Consultant") of the other part.

WHEREAS

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

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices: [**Note:** *If any of these Appendices are not used, they should be deleted from the list*]
 - Appendix A: Description of the Services
 - Appendix B: Reporting Requirements
 - Appendix C: Key Personnel and Sub consultants
 - Appendix D: Breakdown of Contract Price in Foreign Currency
 - Appendix E: Breakdown of Contract Price in Local Currency
 - Appendix F: Services and Facilities Provided by the Client
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 Sub-consultant as employees and assigned to the performance of the Services or any part thereof;

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

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

- 2 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**
- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.
- 2.2 Commencement of Services** The Consultant shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective or at such other date as may be specified in the SC.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period, after the Effective Date, as is specified in the SC.
- 2.4 Modification** Modification of the terms and Conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.
- 2.5 Force Majeure**
- 2.5.1 Definition** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 2.5.3 Extension Of Time** Any period within which a Party shall, pursuant to this Contract complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 2.5.4 Payments** During the period of his inability to perform the Services as a result of an event of Force Majeure, the 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 judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause; "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the selection process or in Contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of Contract to the detriment of the Client, and includes collusive practice among consultants (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 Sub consultants or third parties.

Conflict of Interests

3.2.1

Consultant Not to Benefit from Commissions, Discounts, Etc.

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

Consultant shall use his best efforts to ensure that his personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.

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

3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and his affiliates, as well as any Sub-consultant and any of his affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities Neither the Consultant nor his sub-consultant[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 sub-consultant[s] and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any

proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

- 3.4 Insurance to be Taken Out by the Consultant** The Consultant (a) shall take out and maintain and shall cause any sub-consultant[s] to take out and maintain, at his (or the sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5 Consultant's Actions Requiring 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 Sub-consultants").
- 3.6 Reporting Obligations** The Consultants shall submit to the Client the reports and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.
- 3.7 Documents prepared by the Consultant to Be the 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 Sub consultants listed by title as well as by name in Appendix C are hereby approved by

the Client.

4.2 Removal and/or Replacement Of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key **Personnel**, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

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

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

5

OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

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

5.2 Change in the Applicable Law

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

5.3 Services and Facilities

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

6

PAYMENTS TO THE CONSULTANT

6.1 Lump-Sum

The Consultant's total remuneration shall not exceed

- Remuneration** the Contract Price and shall be a fixed lump-sum including all staff costs, Sub consultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.
- 6.2 Contract Price**
- (a) The price payable in foreign currency is set forth in the SC.
- (b) The price payable in local currency is set forth in the SC.
- 6.3 Payment for Additional Services** For the purposes of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.4 Terms and Conditions of Payment** Payments will be made to the account of the schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of a bank guarantee for the same amount and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met and the Consultant has submitted an invoice to the Client specifying the amount due.
- 6.5 Interest on Delayed Payment** Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending .

7 SETTLEMENT OF DISPUTES

- 7.1 Amicable Settlement** The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 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
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1.1(i) The Member in Charge is _____
[name of Member]

1.4 The addresses are:

Client:

Attention:

Telephone:

Telex;

Facsimile:

Consultant:

Attention:

Telephone;

Telex:

Facsimile:

1.6 The Authorized Representatives are:

For the Client:

For the
Consultant:

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

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

2.2 The date for the commencement of Services is _____ [date]

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

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

3.4 The risks and coverage shall be:

(i) Professional Liability

(ii) Loss of or damage to equipment and property

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

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

6.4 Payments shall be made according to the following schedule:

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

IV. Appendices

APPENDIX A – DESCRIPTION OF THE SERVICES

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

APPENDIX B – REPORTING REQUIREMENTS

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

APPENDIX C – KEY PERSONNEL AND SUBCONSULTANTS

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

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

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

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

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

APPENDIX E – BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

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

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

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

APPENDIX F – SERVICES AND FACILITIES PROVIDED BY THE CLIENT

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender has been awarded to you.

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

The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.

You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER