



ISO 9001:2015 CERTIFIED

REQUEST FOR PROPOSALS:

**PROVISION OF CONSULTANCY SERVICES FOR DESIGN &
SUPERVISION OF UPGRADING KRA SECONDARY DATA
CENTRE**

RFP NO: KRA/HQS/RFP-058/2019-2020

**TIMES TOWER BUILDING
P.O. BOX 48240 - 00100
TEL: +254 02 310900
www.kra.go.ke
NAIROBI, KENYA.**

PRE-BID DATE 31ST JANUARY, 2020 at 11:00 AM

CLOSING DATE: 25TH FEBRUARY 2020

TIME: 11:00AM

JANUARY-2020

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SECTION I

INVITATION TO TENDER



Tender Notice

1. The Kenya Revenue Authority invites sealed bids from interested eligible bidders for the following tender:

NO.	DESCRIPTION	ELIGIBILITY	PRE BID DATE AND TIME	CLOSING DATE AND TIME
1	KRA/HQS/RFP-058/2018-2019: PROVISION OF CONSULTANCY SERVICES FOR DESIGN & SUPERVISION OF UPGRADING KRA SEONDRARY DATA CENTRE	OPEN	31ST JANUARY, 2020 11.00 AM TIMES TOWER	25TH FEBRUARY, 2020 11.00 AM TIMES TOWER

2. Interested eligible candidates may obtain further information and inspect the tender documents with detailed requirements at the office of the:

Deputy Commissioner-Supply Chain Management
Times Tower Building, 25th Floor,
P.O Box 48240– 00100 GPO,
Tel. +254 020 310900
Nairobi, Kenya.
website: www.kra.go.ke
Email :eprocurement@kra.go.ke

3. A complete set of bidding documents in English may be obtained from KRA E-Procurement portal available on the KRA website www.kra.go.ke. Prospective bidders should register for E-Procurement to enable them access the KRA portal under “New Supplier Registration” found under the Tender Tab.
4. Existing Suppliers with V-numbers and SRM passwords will automatically obtain the tender document in their SRM supplier portal. Existing Suppliers List is available on Kra Website under Tenders.
5. Qualification requirements; Refer to Section v of the bidding document.
6. Completed Bids are to be saved as PDF documents marked “**KRA/HQS/RFP-058/2019-2020: PROVISION OF CONSULTANCY SERVICES FOR DESIGN & SUPERVISION OF UPGRADING KRA SEONDRARY DATA CENTRE**” and submitted to the appropriate KRA E-procurement Web Portal found on the KRA website so as to be received on or before **25th February 2020 at 11.00 a.m.** **Note: Submission should strictly be done to KRA E-Procurement Portal.**
7. Bids will be opened electronically promptly after closing time and Bidders or their representatives are welcome to witness the opening at **Times Tower Building.**

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

INVITATION TO TENDERS

TENDER REF NO. RFP NO. KRA/HQS/RFP-058/2019-2020

TENDER NAME: PROVISION OF CONSULTANCY SERVICES FOR DESIGN & SUPERVISION OF UPGRADING KRA SECONDARY DATA CENTRE

- 1.1 The Kenya Revenue Authority invites proposals for the following for the above described services.

More details of the services is detailed 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
-	Technical Proposal
Section III	- Financial Proposal
Section IV	- Terms of Reference
Section V	- Standard Forms
Section VI	-

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

**Deputy Commissioner-Supply Chain Management
Times Tower Building, 25th Floor,
P.O Box 48240– 00100 GPO,
Tel. +254 020 281 4130
Nairobi, Kenya.
website: www.kra.go.ke**

- 1.4 Tender documents detailing the requirements of the above tenders in English may be obtained from KRA E-Procurement portal available on the KRA website www.kra.go.ke. Prospective bidders should register for E-Procurement to enable them access the KRA portal under “New Supplier Registration” found under the **E - Procurement Tab**.

- 1.5 Prices quoted must be inclusive of all taxes and should remain valid for **335 days** from Tender closing date.

- 1.6 Completed Bids are to be saved as **PDF documents** marked with the relevant tender description and submitted to the appropriate KRA E-procurement Web Portal found on the KRA website so as to be received on or before **25th February, 2020 at 11.00 a.m.**

Bids will be opened electronically promptly after closing time and Bidders or their representatives are welcome to witness the opening at Times Tower Building.

- 1.6 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

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

Commissioner General

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 Separated Two Envelope bid. **(Technical Proposal and Financial Proposals separate) electronically via the supplier portal on each folders respectively. Section of the RFX (Tender).**
- 2.1.3 The consultants must familiarize themselves with local conditions and the site (at Times Tower) 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. Consultants should contact the officials named in the Appendix “ITC” to arrange for any visit. 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 proposal documents shall be downloaded free of charge.
- 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 four (4) days before the proposal closing 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 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 most 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 consider 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 335 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 Proposal**
- 2.5.1 Tenders must be submitted to KRA through the supplier portal not later than **25th February, 2020 at 11:00 AM. (Technical Proposal and Financial Proposals Should be submitted separately) electronically via**

**the supplier portal on each folders respectively.
Section of the RFX (Tender).**

2.5.4 The Bidders to note that the **SEPARATE TECHNICAL AND FINANCIAL** proposal shall be submitted through the **KRA supplier portal**. The bidder shall submit separate technical and financial proposals electronically via the supplier portal in the **Respectively Folder Section of the RFX (Tender)**.

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 based on their responsiveness to the Terms of Reference, applying the evaluation criteria as follows:

CRITERIA	MAXIMUM SCORE/REQUIREMENT
Tender Responsiveness	Mandatory
Vendor Evaluation	Maximum score is 100 marks and cut off score is 70 marks
Financial Evaluation	Award will be to the Lowest evaluated responsive bidder
Post Qualification Evaluation	KRA has an option to make site visits to the bidder’s premises to ascertain its capability of delivering the service and/or seek for third party collaboration to the successful bidder’s reference sites to confirm the authenticity of the sites and the scope of work done.

Evaluation will be done according to the following:

- A. Mandatory Documents/Tender Responsiveness
- B. Vendor Evaluation
- C. Financial Evaluation
- D. Post- Qualification Due diligence on technical, legal and financial capacity to perform the contract.

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 KRA will evaluate and compare the proposal which have been determined to be substantially responsive.

- 2.8.5 The tender evaluation committee shall evaluate the tender **within 30 days** from the date of opening the tender unless extended otherwise as provided in the Public Procurement 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:

Consultancy Services for the Design and Supervision of Upgrading KRA Secondary Data Centre Facility.

2.1.3 There is a **PRE-BID CONFERENCE** for this tender on **31st January, 2020**, however, it is not mandatory for the bidders to attend the pre-bid meeting.

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

**DEPUTY COMMISSIONER
SUPPLY CHAIN MANAGEMENT
P.O. BOX 48240 – 00100,
TEL: +254 20 281 7022
E-MAIL: eprocurement@kra.go.ke**

2.1.4 The Client will provide the following inputs:

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

2.1.7 These RFP documents are 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**.

(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 **335 DAYS** after the closing date.
- 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.**
- “RFP NO. KRA/HQS/RFP-058/2019-2020”:**
- 2.7.1 The minimum technical score required is as shown under Evaluation Criteria.
- 2.8.5 Alternative formulae for determining the financial scores is the following:
NONE
- 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 **two enveloped system bid** with separate 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 two (2) existing clients complete with telephone & email addresses.

Financial Proposal

- I Price Schedule
- II A filled, signed and Stamped Financial Proposal

NOTE:

Technical and Financial proposals to be submitted to the technical and financial folders respectively

TERMS OF REFERENCE

FOR

CONSULTANCY SERVICES FOR THE DESIGN AND SUPERVISION OF UGRADING KRA SECONDARY DATA CENTRE FACILITY

1. BACKGROUND

Kenya Revenue Authority (KRA) was established by an Act of Parliament, Chapter 469 of the Laws of Kenya, which became effective on 1st July 1995. It is the central body for the assessment and collection of revenue, and administration and enforcement of the laws relating to revenue.

In order for KRA to meet its mandate, we plan to modernise our existing IT infrastructure to effectively support our automated systems and improve service delivery. It is for this reason that KRA plans to upgrade its existing Data Centre Facility at Times Tower to provide the required capacity, resilience and security to support service delivery.

The project will be divided into two phases;

a)Phase I: Design and supervision consultancy

b)Phase II: Construction

To this end KRA plans to procure consultancy services for the refurbishment of a Data Centre facility. This document covers the detailed requirements of the Phase I of this project.

2. INTRODUCTION

KRA plans to modernise its data centre facility to support the growth of its online services in response to evolving business demands. In this regard, KRA seeks proposals from Data Centre consultants to provide an existing state of affairs 'pre-design' assessment of the existing facility, final design, installation and construction supervision/support for installation of a scalable state-of-the-art Data Centre facility. The consultant will be expected to prepare all the engineering drawings to form part of the Data Centre build tender document.

The designing phase shall include scoping of the current and projected data/information/communications needs, to identify the most suitable and fit for purpose data centre based on the requirements provided by KRA. Develop a detailed list of all components required to set-up a fully functional and robust data centre by aligning the same to Authority's current and future requirements. The consultant will be expected to propose the most suitable design and plan for the implementation of a state-of-the-art Data Centre Facility and supervision of the construction works.

As part of consultancy, the Authority proposes to undertake significant re-engineering of the architecture of the existing Data Centre Facility. Our objective is to implement a state-of-the-art, secure, scalable, resilient, flexible, efficient and reliable Data Centre based on the current industry trends and best practices.

3. OBJECTIVES OF THE CONSULTANCY SERVICES

Kenya Revenue Authority is seeking for consultancy services for scoping, designing and construction of mechanical, electrical, civil, networking and communications cabling and security works to fully upgrade the Data Centre at Times Towers. The Design Consultant will be expected to work in close collaboration with the KRA Project Team throughout the two(2) Phases of this Project. In this connections, the Design Consultant will be expected meet the following objectives;

- a) To evaluate the current and projected capacity and configurations for the KRA Data Centre services that will form the basis of the scope of works for Phase II
- b) To scope the data centre requirements, current and future, i.e. civil, electrical, mechanical and communications infrastructure to design the Data Centre layout and other related architectural plans taking into account the scoped requirements, location, and time and stipulated budgets
- c) To develop an implementation and /or construction supervision plan that will ensure quality and delivery of the state-of-art Data Centre by contractor(s) as per the work plan
- d) Preparation of material(s) and equipment specifications, technical drawings, bill of quantities and technical documents that will form the basis of the request for proposal (RFP) document ready for tendering for a state of the art Data Centre Facility. The consultant will in addition provide technical advice to the evaluation team during the tender evaluation process. Secondly, the consultant will carry out supervision of the construction of the Data Centre. The consultant will also prepare acceptance testing for relevant stages of the Construction Phase of the Data Centre up to commissioning.
- e) Ensure the defects identified during warranty period are fixed at the no extra cost to the Authority while ensuring quality is not compromised.

4. DETAILED SCOPE /DELIVERABLES

Overall, the consultant will be expected to;

- a) Carry out a detailed assessment ‘as built assessment’ of the current Data Centre in Times Tower and determine feasible upgrade paths while at the same time ensuring continued operations at the facility are not affected. This will involve analysis of the current ‘as-built’ and future data centre needs and align them to ensure business continuity and security at all times. In addition, the analysis will identify the gaps and constraints in the current data centre setup, to ensure that these are fully addressed in the final design(s) for a ‘state of the art’ upgraded Data Centre.

Expected deliverables will include;

- i. A detailed requirements assessment report ‘as-built assessment’ presenting the findings of the existing state of affairs
 - ii. A detailed data technical proposal presenting an overview of the proposed facility ‘state-of-the-art’ that addresses the current KRA and projected needs.
- b) Carry out a scoping exercise that will involve quantification of the assessed requirements based on the resources required to meet the stated requirements. This will involve assessing and quantifying the space, security, utilities and related redundancies, taking into account the technology and physical facility scalability. The deliverables will include;
- i. Civil works specifications document
 - ii. Electrical works specifications document.
 - iii. Mechanical works specifications documents.
 - iv. IT communication and cabling infrastructure specifications documents.
 - v. Security and safety works specifications documents.
- c) Carry out physical assessments of the data centre site/location, propose the most suitable, and cost effective designs that optimizes on resources and offers best value for money proposition. This will include designs for floor plans and layouts, other related assessments needed to have a fit for purpose state-of-the-art Data Centre Facility.

The deliverables will include;

- i. Architectural designs and schematic designs blueprints
 - ii. 3D rendering of the data centre designs
- d) Provide technical and quality assurance documentation to be used as the basis of the RFP in the tendering process for the construction of the Data Centre. The deliverables will include;
- i. Technical documents to be used in the request for proposal
 - ii. Bill of quantities
 - iii. Data centre components cost breakdown
 - iv. Quality assurance criteria
- e) Carryout development of an implementation and/or installation supervision plan to be used in the quality assurance management of the construction and installation work of the Data Centre. The deliverables to the project management team will include;
- i. Data centre service transition and operationalization proposal documents to ensure business continuity, secure and minimize any service disruptions to KRA operations
 - ii. Site supervision checklist matrix document
 - iii. Construction manuals
 - iv. Installation manuals.

5. PROPOSED METHODOLOGY

The consultant, in coordination with the project implementation team and within the terms of reference defined herein, shall be required to execute the assignment using the proposed methodology outlined below;

- a) Together with key technical resources from KRA, the consultant will develop key design criteria, which will entail accurate data centre capacity planning and critical load profiling for the proposed Data Centre. This entails computing the load requirements, measuring current and future sizes, and planning capacity on power, cooling, server area vs the total allocated space, equipment, facilities and the number of racks required while keeping in mind feasibility of modularity and space adjustments as well as parallel capacity and redundancy upgrades.
- b) Review the draft data centre requirements and develop design specifications based on the calculated data centre capacity and physical site assessment of the proposed data centre site
- c) Prepare a detailed statement of work based on the design and implementation plan for the proposed Data Centre
- d) Develop a clear itemized project cost breakdown complete with bills of quantities based on the overall data centre specifications within the specified budget
- e) Establish a visual representation of the data centre requirements and verify design considerations
- f) Participate in the development of detailed bid documents for the use in the data centre RFP documents.
- g) Provide technical input into the evaluation of bids for the construction and implementation of the Data Centre.
- h) Reporting to the project management team, supervise the construction and implementation of the data centre by the contractor identified through the competitive bidding process.
- i) Attend all planned project implementation committee meetings with KRA to review and deliberate on the progress on the progress of the project.

During the construction and implementation phase of the project, the consultant will carry out the following;

- a) Coordination and supervision of all the project activities and providing timely report to the project team.
- b) Attend all official Project Implementation Committee meetings with Kenya Revenue Authority to review and deliberate on the progress of the project.

- c) Take lead of the quality assurance and certification process of all the installations to ensure compliance to the latest industry standards and practices and as per the terms of contract. The project implementation team to counter sign completion certificates to ensure the project outcomes are within the specified tolerances of time, cost, quality, scope, risk and benefits.
- d) Take lead in commissioning of the various facility components leading to issuance of completion /practical certificates.

In detail, the consultant will undertake the following under each of the respective categories:

a) Architectural & Civil /Structural Engineering services.

The consultant will undertake the following;

- i. Site survey, report on existing civil works at the site and prepare additional civil works for making it suitable for a state-of-the-art certified Tier III Data Centre
- ii. Design and prepare working layout drawings showing the position of the proposed data centre, indicating accommodation for the various functional areas like white space (server area), power room, communication room, unpacking, staging and storage room. etc.
- iii. Prepare a full set of architectural design for the proposed Data Centre
- iv. Provide specifications for use during implementation.
- v. Apply for permission to develop the assigned data enter from the relevant authorities.

b) Electrical Engineering Services

The consultant will undertake the following;

- i. Survey existing electrical load vis a vis the authorised capacity, existing transformer house dimensions, and make proposal on addressing any need arising from the additional load, as well as engagement with Kenya Power in authorising additional capacity as part of the scope of work.
- ii. Design and prepare electrical and electronic, security and life safety engineering drawings for installation of data centre equipment and power supply backup.
- iii. Design fire detection and suppression systems, and prepare engineering drawings in accordance with the latest applicable standards and code of practice
- iv. Design and prepare layout drawings for IP based surveillance and access control system with proposals on how to integrate with and leverage on the existing CCTV and ACS systems.
- v. Design and prepare drawings for water leak detection and redolent repellent.

- vi. Design and prepare drawings for communication and structured cabling systems.

c) Mechanical engineering services

The consultant will undertake the following;

- i. Design and prepare detailed drawings for heating, ventilation and air conditioning (HVAC) system based on N+1 configuration and in accordance with the latest applicable standards and code of practise
- ii. Design and prepare detailed drawings of the other related mechanical works

d) Quantity Surveying Services

The consultant will undertake the following;

- i. Prepare detailed bill of quantities and specifications to be used for tendering and construction
- ii. Prepare detailed RFP document highlighting detailed specifications for various components which may broadly include and not limited to HVAC, Electrical & data cabling, Safety and security systems like fire handling, CCTV, Access control, UPS, generators etc., with integrated management system, civil/interior and electrical works with suitable layout for accommodating various functional areas like equipment room, UPS room etc for the proposed state-of-the art Data Centre
- iii. The RFP document prepared by the consultant should also contain the technical and commercial specifications/documentation and service level agreements.

e) Security and safety services

The consultant will undertake the following;

- i. Design and prepare requirements for surveillance and access control systems
- ii. Design and prepare requirements for fire protection services
- iii. Define health and safety standards

6. DURATION OF THE CONTRACT

The contract shall run for 105 weeks from the date of contract signing. A breakdown of the proposed timeline and milestones as follows;

a)	Site survey and Capacity planning	1 week
b)	Planning, design and procurement	16 weeks
c)	Implementation, Supervision and Quality Assurance of construction works	36 weeks
d)	Defects liability Management	52 weeks

7. QUALIFICATIONS CRITERIA

The consultant should be a professional firm, a joint venture, or a consortium with expertise in electrical, mechanical, civil, data network and data enter design with certified engineers with hands on practical experience in large international data centre projects.

The consultant must also have the following competencies;

- a) A certified data centre design professional (CDCDP) with background in electrical engineering or project management as a lead consultant. The lead consultant must have individual experience of at least 5 years in providing consultancy of similar nature to this assignment.
- b) Certified electrical, mechanical, civil engineering support consultants each with minimum of five (5) years individual expert experience in providing consultancy services of a similar size and complexity to this assignment.
- c) The consultancy firm/joint venture/consortium must have undertaken two (2) previous assignments of a similar nature that were successfully completed within the last five (5) years from which the consultancy firm/joint venture/consortium was legally contracted as a company or was one of the joint venture partners. Assignments completed by the consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the consultant, or that of the consultant's partners or sub-consultants.
- d) Have undertaken at least two (2) previous assignments of similar nature that were successfully completed within the last five (5) years for which the consultancy firm / joint venture / consortium was legally contracted as a prime contractor or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants.
- e) Provide CVs of key personnel, copies of Certification and record of experience in the following:

Data Centre facility construction skills:

- Data centre design
- Data centre electrical, civil and mechanical engineering works
- Project management and quality assurance

f) Provide a detailed proposal on the approach and methodology, work plan and content in responding to the scope of this consultancy.

8. EVALUATION CLAUSE BY CLAUSE REQUIREMENTS

Bidders are required to provide the required information on a clause by clause. Failure to provide the responses will lead to automatic disqualification.

8.1 MANDATORY REQUIREMENTS

No	REQUIREMENTS	Mandatory
1.	Copy of Certificate of Incorporation	Yes
2.	Power of Attorney (Sole Proprietors Exempted) from the firm duly signed by director(s) and stamped or Commissioner of Oaths	Yes
3.	Valid Tax Compliance Certificate	Yes
4.	A Filled, Signed and stamped Confidential Business Questionnaire	Yes
5.	A filled, signed and Stamped Form of Tender	Yes
6.	Registration with Engineers Board of Kenya as a Consultancy Firm/Engineer	Yes
7.	Tender Security of KES. 100,000.00 valid for 365 days from the date of tender closure (i.e 23 rd February, 2021)	Yes
8.	Letter from the bank or a CBK approved financial institution indicating that the firm is currently operating an account	Yes

8.2 VENDOR AND TECHNICAL REQUIREMENTS

No.	Criteria	Marks	Cut-off Score
1.	The Consultant should be a professional firm or joint venture or a consortium with expertise in Electrical,	20	15

	<p>Mechanical, Civil and Data Centre Architectural design with experience in data centre projects of similar value and scope with the following competencies. (Ten (10) Marks for each project)</p> <p>a) Have undertaken at least two (2) previous assignments of similar nature that were successfully completed within the last five (5) years for which the consultancy firm / joint venture / consortium was legally contracted as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants.</p> <p>b) Must demonstrate the ability to design and supervise implementation of a tier 3 data centre of at least 25 racks (<i>attach evidence of work done and projects including copies signed completion certificates/signed recommendation letter/signed contract</i>).</p>		
2.	<p>Proof of the Projects mentioned above having attained third party design certification by an internationally recognized body, minimum Tier III rating (Ten(10) Marks for each Project)</p>	20	10
3.	<p>Provide detailed CVs of at least three (3) key personnel to be involved in this project. In addition, please provide the professional qualification certificates, relevant years of experience and brief details of projects done and roles played in the following order:</p> <p>a) Data Centre Electrical Engineer</p> <ul style="list-style-type: none"> • Registration with Engineers Board of Kenya (5 marks) • Data Centre design certification (5 Marks) • Previous experience in Data Centre design (5 Marks) <p>b) Data Centre Mechanical Engineer</p> <ul style="list-style-type: none"> • Registration with Engineers Board of Kenya (5 marks) • Data Centre design certification (5 Marks) • Previous experience in having been involved Data Centre design (5 Marks) <p>c) Data Centre Architect</p> <ul style="list-style-type: none"> • Registration with Board of Registration of Architects and Quantity Surveyors (5 marks) 	40	30

	<ul style="list-style-type: none"> Experience Data Centre design (5 Marks) 		
4	Provide a detailed proposal on <ul style="list-style-type: none"> The approach and methodology. The consultant must provide the approach to achieving the desired objective with minimal disruption to business operations if any (10 marks) Work plan with a projected completion time of 12 months (1 year). However, the consultant will be expected to deliver the project until completion at no extra cost. The work plan must include all the activities to ensure smooth transition from old Data Centre to the upgraded without affecting KRA operations whatsoever (10 marks) 	20	15
Total		100	70

8.3 TENDER EVALUATION CRITERIA

CRITERIA	MAXIMUM SCORE/REQUIREMENT
Tender Responsiveness	Mandatory
Technical Evaluation	Maximum score is 100 marks and cut off score is 70 marks
Financial Evaluation	Award will be to the Lowest evaluated responsive bidder
Post Qualification Evaluation	KRA has an option to make site visits to the bidder's premises to ascertain its capability of delivering the service and/or seek for third party collaboration to the successful bidder's reference sites to confirm the authenticity of the sites and the scope of work done.

8.4 FINANCIAL PROPOSAL

Bidders are required to submit a comprehensive and itemized financial proposal inclusive of all taxes.

8.5 REPORTING

The Consultant/s shall report to the KRA appointed Project Manager.

8.6 OVERALL TENDER EVALUATION CRITERIA

The tender evaluation criteria is weighted as follows; -

Criteria	Maximum Score	Cut-Off score
Tender Responsiveness	Mandatory	
Technical evaluation	100	70
Financial Evaluation	Award will be to the Lowest evaluated responsive bidder	
Totals	100	

SECTION III - TECHNICAL PROPOSAL

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3 Comments and Suggestions of Consultants on the Terms of Reference and on Data, Services and Facilities to be provided by the procuring entity	30
4 Description of the Methodology and Work Plan for performing the Assignment.....	31
5 Team Composition and Task Assignments.....	32
6 Format of curriculum vitae (CV) for Proposed Professional Staff.....	33
7 Time Schedule for Professional Personnel	35
8 Activity (Work) Schedule	36

1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____ *Date*]

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

Ladies/Gentlemen:

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

_____ **Consultancy Services for the
Design and Supervision of Upgrading Times Tower KRA Data Centre
Facility** 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 (KES.)
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 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	34
2. Summary of Costs & Breakdown of Price per activity	35
3. Breakdown of Remuneration	37

1. FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for **Consultancy Services for the Design and Supervision of Upgrading Times Tower KRA Data Centre Facility** 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 KES	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 (KES)
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

TERMS OF REFERENCE

FOR

CONSULTANCY SERVICES FOR THE DESIGN AND SUPERVISION OF UPGRADING TIMES TOWER KRA DATA CENTRE FACILITY

8. BACKGROUND

Kenya Revenue Authority (KRA) was established by an Act of Parliament, Chapter 469 of the Laws of Kenya, which became effective on 1st July 1995. It is the central body for the assessment and collection of revenue, and administration and enforcement of the laws relating to revenue.

In order for KRA to meet its mandate, we plan to modernise our existing IT infrastructure to effectively support our automated systems and improve service delivery. It is for this reason that KRA plans to upgrade its existing Data Centre Facility at Times Tower to provide the required capacity, resilience and security to support service delivery.

The project will be divided into two phases;

- c) Phase I: Design and supervision consultancy
- d) Phase II: Construction

To this end KRA plans to procure consultancy services for the refurbishment of a Data Centre facility. This document covers the detailed requirements of the Phase I of this project.

9. INTRODUCTION

KRA plans to modernise its data centre facility to support the growth of its online services in response to evolving business demands. In this regard, KRA seeks proposals from Data Centre consultants to provide an existing state of affairs 'pre-design' assessment of the existing facility, final design, installation and construction supervision/support for installation of a modular and state-of-the-art Data Centre facility. The consultant will be expected to prepare all the engineering drawings to form part of the Data Centre build tender document.

The designing phase shall include scoping of the current and projected data/information/communications needs, to identify the most suitable and fit for purpose data centre based on the requirements provided by KRA. Develop a detailed list of all components required to set-up a fully functional and robust data centre by aligning the same to Authority's current and future requirements. The consultant will

be expected to propose the most suitable design and plan for the implementation of a state-of-the-art Data Centre Facility and supervision of the construction works.

As part of consultancy, the Authority proposes to undertake significant re-engineering of the architecture of the existing Data Centre Facility. Our objective is to implement a state-of-the-art, secure, scalable, resilient, flexible, efficient and reliable Data Centre based on the current industry trends and best practices.

10. OBJECTIVES OF THE CONSULTANCY SERVICES

Kenya Revenue Authority is seeking for consultancy services for scoping, designing and construction of mechanical, electrical, civil, networking and communications cabling and security works to fully upgrade the Data Centre at Times Towers. The Design Consultant will be expected to work in close collaboration with the KRA Project Team throughout the two(2) Phases of this Project. In this connections, the Design Consultant will be expected meet the following objectives;

- f) To evaluate the current and projected capacity and configurations for the KRA Data Centre services that will form the basis of the scope of works for Phase II
- g) To scope the data centre requirements, current and future, i.e. civil, electrical, mechanical and communications infrastructure to design the Data Centre layout and other related architectural plans taking into account the scoped requirements, location, and time and stipulated budgets
- h) To develop an implementation and /or construction supervision plan that will ensure quality and delivery of the state-of-art Data Centre by contractor(s) as per the work plan
- i) Preparation of material(s) and equipment specifications, technical drawings, bill of quantities and technical documents that will form the basis of the request for proposal (RFP) document ready for tendering for a state of the art Data Centre Facility. The consultant will in addition provide technical advice to the evaluation team during the tender evaluation process. Secondly, the consultant will carry out supervision of the construction of the Data Centre. The consultant will also prepare acceptance testing for relevant stages of the Construction Phase of the Data Centre up to commissioning.
- j) Ensure the defects identified during warranty period are fixed at the no extra cost to the Authority while ensuring quality is not compromised.

11. DETAILED SCOPE /DELIVERABLES

Overall, the consultant will be expected to;

- f) Carry out a detailed assessment 'as built assessment' of the current Data Centre in Times Tower and determine feasible upgrade paths while at the same time ensuring continued operations at the facility are not affected. This will involve analysis of the current 'as-built' and future data centre needs and align them to ensure business continuity and security at all times. In addition, the analysis will identify the gaps and constraints in the current data centre setup, to ensure that these are fully addressed in the final design(s) for a 'state of the art' upgraded Data Centre.

Expected deliverables will include;

- iii. A detailed requirements assessment report 'as-built assessment' presenting the findings of the existing state of affairs
 - iv. A detailed data technical proposal presenting an overview of the proposed facility 'state-of-the-art' that addresses the current KRA and projected needs.
- g) Carry out a scoping exercise that will involve quantification of the assessed requirements based on the resources required to meet the stated requirements. This will involve assessing and quantifying the space, security, utilities and related redundancies, taking into account the technology and physical facility scalability. The deliverables will include;
 - vi. Civil works specifications document
 - vii. Electrical works specifications document.
 - viii. Mechanical works specifications documents.
 - ix. IT communication and cabling infrastructure specifications documents.
 - x. Security and safety works specifications documents.
 - h) Carry out physical assessments of the data centre site/location, propose the most suitable, and cost effective designs that optimizes on resources and offers best value for money proposition. This will include designs for floor plans and layouts, other related assessments needed to have a fit for purpose state-of-the-art Data Centre Facility.

The deliverables will include;

- iii. Architectural designs and schematic designs blueprints
 - iv. 3D rendering of the data centre designs
- i) Provide technical and quality assurance documentation to be used as the basis of the RFP in the tendering process for the construction of the Data Centre. The deliverables will include;
 - v. Technical documents to be used in the request for proposal
 - vi. Bill of quantities
 - vii. Data centre components cost breakdown

- viii. Quality assurance criteria
- j) Carryout development of an implementation and/or installation supervision plan to be used in the quality assurance management of the construction and installation work of the Data Centre. The deliverables to the project management team will include;
 - v. Data centre service transition and operationalization proposal documents to ensure business continuity, secure and minimize any service disruptions to KRA operations
 - vi. Site supervision checklist matrix document
 - vii. Construction manuals
 - viii. Installation manuals.

12. PROPOSED METHODOLOGY

The consultant, in coordination with the project implementation team and within the terms of reference defined herein, shall be required to execute the assignment using the proposed methodology outlined below;

- j) Together with key technical resources from KRA, the consultant will develop key design criteria, which will entail accurate data centre capacity planning and critical load profiling for the proposed Data Centre. This entails computing the load requirements, measuring current and future sizes, and planning capacity on power, cooling, server area vs the total allocated space, equipment, facilities and the number of racks required while keeping in mind feasibility of modularity and space adjustments as well as parallel capacity and redundancy upgrades.
- k) Review the draft data centre requirements and develop design specifications based on the calculated data centre capacity and physical site assessment of the proposed data centre site
- l) Prepare a detailed statement of work based on the design and implementation plan for the proposed Data Centre
- m) Develop a clear itemized project cost breakdown complete with bills of quantities based on the overall data centre specifications within the specified budget
- n) Establish a visual representation of the data centre requirements and verify design considerations
- o) Participate in the development of detailed bid documents for the use in the data centre RFP documents.
- p) Provide technical input into the evaluation of bids for the construction and implementation of the Data Centre.
- q) Reporting to the project management team, supervise the construction and implementation of the data centre by the contractor identified through the competitive bidding process.
- r) Attend all planned project implementation committee meetings with KRA to review and deliberate on the progress on the progress of the project.

During the construction and implementation phase of the project, the consultant will carry out the following;

- e) Coordination and supervision of all the project activities and providing timely report to the project team.
- f) Attend all official Project Implementation Committee meetings with Kenya Revenue Authority to review and deliberate on the progress of the project.
- g) Take lead of the quality assurance and certification process of all the installations to ensure compliance to the latest industry standards and practices and as per the terms of contract. The project implementation team to counter sign completion certificates to ensure the project outcomes are within the specified tolerances of time, cost, quality, scope, risk and benefits.
- h) Take lead in commissioning of the various facility components leading to issuance of completion /practical certificates.

In detail, the consultant will undertake the following under each of the respective categories:

f) Architectural & Civil /Structural Engineering services.

The consultant will undertake the following;

- vi. Site survey, report on existing civil works at the site and prepare additional civil works for making it suitable for a state-of-the-art certified Tier III Data Centre
- vii. Design and prepare working layout drawings showing the position of the proposed data centre, indicating accommodation for the various functional areas like white space (server area), power room, communication room, unpacking, staging and storage room. etc.
- viii. Prepare a full set of architectural design for the proposed Data Centre
- ix. Provide specifications for use during implementation.
- x. Apply for permission to develop the assigned data enter from the relevant authorities.

g) Electrical Engineering Services

The consultant will undertake the following;

- vii. Survey existing electrical load vis a vis the authorised capacity, existing transformer house dimensions, and make proposal on addressing any need arising from the additional load, as well as engagement with Kenya Power in authorising additional capacity as part of the scope of work.
- viii. Design and prepare electrical and electronic, security and life safety engineering drawings for installation of data centre equipment and power supply backup.

- ix. Design fire detection and suppression systems, and prepare engineering drawings in accordance with the latest applicable standards and code of practice
- x. Design and prepare layout drawings for IP based surveillance and access control system with proposals on how to integrate with and leverage on the existing CCTV and ACS systems.
- xi. Design and prepare drawings for water leak detection and redolent repellent.
- xii. Design and prepare drawings for communication and structured cabling systems.

h) Mechanical engineering services

The consultant will undertake the following;

- iii. Design and prepare detailed drawings for heating, ventilation and air conditioning (HVAC) system based on N+1 configuration and in accordance with the latest applicable standards and code of practise
- iv. Design and prepare detailed drawings of the other related mechanical works

i) Quantity Surveying Services

The consultant will undertake the following;

- iv. Prepare detailed bill of quantities and specifications to be used for tendering and construction
- v. Prepare detailed RFP document highlighting detailed specifications for various components which may broadly include and not limited to HVAC, Electrical & data cabling, Safety and security systems like fire handling, CCTV, Access control, UPS, generators etc., with integrated management system, civil/interior and electrical works with suitable layout for accommodating various functional areas like equipment room, UPS room etc for the proposed state-of-the art Data Centre
- vi. The RFP document prepared by the consultant should also contain the technical and commercial specifications/documentation and service level agreements.

j) Security and safety services

The consultant will undertake the following;

- iv. Design and prepare requirements for surveillance and access control systems
- v. Design and prepare requirements for fire protection services

- vi. Define health and safety standards

13. DURATION OF THE CONTRACT

The contract shall run for 105 weeks from the date of contract signing. A breakdown of the proposed timeline and milestones as follows;

e)	Site survey and Capacity planning	1 week
f)	Planning, design and procurement	16 weeks
g)	Implementation, Supervision and Quality Assurance of construction works	36 weeks
h)	Defects liability Management	52 weeks

14. QUALIFICATIONS CRITERIA

The consultant should be a professional firm, a joint venture, or a consortium with expertise in electrical, mechanical, civil, data network and data center design with certified engineers with hands on practical experience in large international data center projects.

The consultant must also have the following competencies;

- g) A certified data center design professional (CDCDP) with background in electrical engineering or project management as a lead consultant. The lead consultant must have individual experience of at least 5 years in providing consultancy of similar nature to this assignment.
- h) Certified electrical, mechanical, civil engineering support consultants each with minimum of five (5) years individual expert experience in providing consultancy services of a similar size and complexity to this assignment.
- i) The consultancy firm/joint venture/consortium must have undertaken two (2) previous assignments of a similar nature that were successfully completed within the last five (5) years from which the consultancy firm/joint venture/consortium was legally contracted as a company or was one of the joint venture partners. Assignments completed by the consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the consultant, or that of the consultant's partners or sub-consultants.
- j) Have undertaken at least two (2) previous assignments of similar nature that were successfully completed within the last five (5) years for which the consultancy firm / joint venture / consortium was legally contracted as a prime contractor or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants.
- k) Provide CVs of key personnel, certifications and record of experience in the following:

Data Centre facility construction skills:

- Data centre design
- Data centre electrical, civil and mechanical engineering works
- Project management and quality assurance

- 1) Provide a detailed proposal on the approach and methodology, work plan and content in responding to the scope of this consultancy.

8. ETHICAL CODE OF PROFESSIONALISM

The consultants shall carry out the above assignment in accordance with the highest standard of ethical competence, integrity and professionalism, having due regard to the nature and purpose of the assignment. The consultant will at all times and purpose, regard as strictly confidential all knowledge and information not within the public domain which may be acquired in the course of carrying out this assignment and the information shall not be directly or indirectly disclosed to any person whatsoever, except with the written permission of the client.

The consultants will waive all copyrights of documents, data and information prepared as part of this assignment in favor of KRA.

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																																																							
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2c.1	Private or Public																																																							
2c.2	State the Nominal and Issued Capital of Company- Nominal USD																																																							
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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.....

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
(Consultancy Services for the Design and Supervision of Upgrading Times Tower KRA Data Centre Facility)
 - 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.

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