



**KENYA REVENUE  
AUTHORITY**

**ISO 9001:2015 CERTIFIED**

**REQUEST FOR PROPOSALS (RFP)**

**SELECTION OF CONSULTANT TO PROVIDE**

**LOT I: COMMUNICATIONS AND  
ADVERTISING**

**LOT II: DIGITAL COMMUNICATION**

**LOT III: PUBLIC RELATIONS AND PUBLIC  
AFFAIRS SERVICES**

**RFP NO: KRA/HQS/RFP-015/2019-2020**

**PREBID DATE: 26<sup>TH</sup> SEPTEMBER 2019 AT 10.00AM**

**CLOSING DATE: 11<sup>TH</sup> OCTOBER 2019 AT 11.00AM**

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# SECTION I INVITATION TO TENDER

DATE \_\_\_\_\_

**TENDER REF NO. RFP NO. KRA/HQS/RFP-015/2019-2020**  
**TENDER NAME: PROVISION OF COMMUNICATION & ADVERTING, DIGITAL COMMUNICATION, PUBLIC RELATIONS AND PUBLIC AFFAIRS SERVICES**



**KENYA REVENUE  
AUTHORITY**

## Tender Notice

1. The Kenya Revenue Authority invites sealed bids from eligible candidates for the following tenders:

NO.	DESCRIPTION	ELIGIBILITY	PRE BID DATE AND TIME	CLOSING DATE AND TIME
1	<b>KRA/HQS/RFP - 015/2019-2020:</b> SELECTION OF CONSULTANTS TO PROVIDE: LOT 1: COMMUNICATION AND ADVERTISING LOT 2: DIGITAL COMMUNICATIONS LOT 3: PUBLIC RELATIONS AND PUBLIC AFFAIRS SERVICES	OPEN	26 <sup>TH</sup> September 2019  10.00 AM	11 <sup>TH</sup> October, 2019  11.00 AM

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, 25<sup>th</sup> Floor,**  
**P.O Box 48240– 00100 GPO,**  
**Tel. +254 020 310900**  
**Nairobi, Kenya.**  
**website: [www.kra.go.ke](http://www.kra.go.ke)**

**Email : [eprocurement@kra.go.ke](mailto: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](http://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. Qualification requirements; Refer to Section v of the bidding document. Completed Bids are to be saved as PDF documents marked “**KRA/HQS/RFP-015/2019-2020: Selection of Consultants to provide communication & adverting, digital communication, public relations and public affairs services** and submitted to the appropriate KRA E-procurement Web Portal found on the KRA website so as to be received on or before 11th October 2019 at 11.00 a.m. Note: Submission should strictly be done to KRA E-Procurement Portal.
5. Bids will be opened electronically promptly after closing time and Bidders or their representatives are welcome to witness the opening at **Times Tower Building**.

## SECTION II – INFORMATION TO CONSULTANTS (ITC)

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## **SECTION II: - INFORMATION TO CONSULTANTS (ITC)**

### **2.1 Introduction**

- 2.1.1 The Kenya Revenue Authority will select a consulting firm or consortium of consultants under a lead consultant among those invited to submit proposals or those who respond to the invitation for proposals in accordance with the method of selection detailed under this section and consistent with the regulations.
- 2.1.2 The consultants are invited to submit a combined Technical Proposal and Financial Proposal.
- 2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre-proposal conference where applicable. 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 consultant should ensure that they have all the relevant licenses
- 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 This tender document is free of charge and shall be downloaded from the KRA website.
- 2.1.8 The procuring entity shall allow the Tenderer to review the tender document free of charge before purchase or downloading from the Authority’s website.

### **2.2 Clarification and Amendment of RFP Documents**

- 2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be in writing or electronic mail via [eprocurement@kra.go.ke](mailto:eprocurement@kra.go.ke) as indicated in the Appendix “ITC”. KRA shall respond through 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 uploaded on the KRA website. Respective bidders are advised to visit the KRA website [www.kra.go.ke](http://www.kra.go.ke) frequent during the tendering period . The Client may at his discretion extend the deadline for the submission of proposals.

### **2.3 Preparation of Technical Proposal**

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

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

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

(i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.

(ii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.

(iii) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.

(iv) 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.

2.3.5 The Technical Proposal and financial proposal be combined

## **2.4 Preparation of Financial Proposal**

2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section IV). It lists all costs associated with the assignment including third party costs if at all, rate cards for media houses with clarity of period of validity

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 .

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

2.4.4 The Proposal must remain valid for **335** days 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 where applicable. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

## **2.5 Submission, Receipt, and Opening of Proposals**

2.5.1 The original proposal (Combined Technical Proposal and Financial Proposal) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself.

2.5.2 The proposal shall be submitted electronically through the KRA procurement portal on or before **11<sup>th</sup> October, 2019 at 11.00am**

2.5.3 The bidding document is available on the KRA website: [www.kra.go.ke](http://www.kra.go.ke). Bidders are encouraged to download and prepare before submission.

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

## **2.6 Proposal Evaluation General**

2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he/she should do so in writing at the address indicated in the

Appendix “ITC”. Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant’s proposal.

## **2.7 Evaluation of Technical Proposal**

- 2.7.1 The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference.

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

## **2.8 Public Opening and Evaluation of Financial Proposal**

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

- 2.8.2 The evaluation committee will determine whether the financial proposals are complete (i.e. Whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail. ( this should include, rate card for print newspapers, photography, documentary, printing of banners and publications ) and duration or period of review)

- 2.8.3 There shall be no preference in the technical evaluation in both technical and financial proposals.

- 2.8.4 The Award shall be to the lowest evaluated bidder.

- 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 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 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.
- 2.9.4 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.
- 2.9.5 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 will be expected to commence the assignment after the signing of contract with the Kenya Revenue Authority
- 2.10.3 The successful bidder shall be contacted by the Authority for signing of the contract once the contract document is ready.
- 2.10.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall inform the Tenderers the reasons for 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 process is over. Both the successful and Non-successful bidders shall be informed of the outcome at the same date and time via award or regret letter.

## **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:  
Selection of consultant to provide Communication & Advertising, Digital Communication, Public Relations and Public Affairs Services.
- 2.1.3 A pre-proposal conference will be held on 26<sup>th</sup> September 2019, 10:00am on the 5<sup>th</sup> floor convention centre.
- 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](mailto:eprocurement@kra.go.ke)**
- 2.1.4 The Client will provide the following inputs:  
▪ All data statistics and information required for the assignment.
- 2.1.7 These RFP documents are to be downloaded from the Authority's website at [www.kra.go.ke/notices/tenders](http://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. The consultancy is required to declare conflict in circumstances where their Client has been flagged by KRA as a non-compliant taxpayer
- (vii) Consulting firms and proposed consultants must not have been blacklisted by international body for any malpractice.
- 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 submission date.
- 2.5.2 All submission are purely electronic via the KRA E-procurement portal.
- 2.6.1 The minimum technical score required to progress to pitching stage is 60 out of 80 marks as stipulated in the tables below for each lot;

**LOT I: COMMUNICATIONS AND ADVERTISING**

	<b>Description</b>	<b>Marks</b>
I.	<b>Firm Suitability (25 marks)</b>	
1.	Company profile	4
2.	<p><b><u>Specific experience of the firm related to the assignment:</u></b></p> <p>i. Branding &amp; Communication Strategy (2 marks) <i>(Submit profiles of at least two (2) projects executed that include development of a Branding &amp; Communication strategy)</i></p> <p>ii. Creative Services (2 marks) <i>(Submit Profile and Sample in DVD format of at least two (2) audio visual production works for new and digital medium e.g. promotional videos/TV/Radio/Digital Commercials developed).</i></p> <p>iii. Media Management Services (2 marks) <i>(Attach copy of LPO/LSO/ Invoice/ project completion certificate/ Signed Contract from client mentioning the work done for media management services)</i></p> <p>iv. Digital Services (2 marks) <i>(Attach copy of LPO/LSO/ Invoice/ project completion certificate/ Signed Contract from client mentioning the work done for Digital services)</i></p> <p>v. Handling <b>an Advertising campaign</b> covering Branding &amp; Communication strategy/designing/production of Creatives/commercials for various media including print, TV, radio, online, outdoor, etc., and digital media for <b>at least 2 distinct clients</b>. (2 marks) <i>(For each campaign attach any one or more of the following: letters of recommendations, client or public satisfaction survey reports, impact reports,</i></p>	10

	<i>projects completion reports etc.)</i>	
3.	<b><u>Organizational Experience</u></b>  <i>Written and certified three (3) references complete with telephone and email addresses. These should include a brief explanation of the kind of work undertaken and results realized within the last five years (2 marks for each reference).</i>	6
4.	<b><u>Awards</u></b>  Award Winning advertising campaigns: Bidder should have won recognized awards for their creative work. Attach Copy of Award Certificates from the body responsible for the award ceremony.	1
II	<b>CV of the proposed staff (25 marks)</b> Qualification and Competence of Staff: Bidder must provide CVs of key personnel who will be involved in the project;	
	<b>1. Account Director;</b> i. Bachelor's Degree in strategy, marketing, communication or any other relevant fields. (Attach copy of the certificate) (2 marks) ii. At least 5 years of managing similar clients (Attach detailed and signed Curriculum Vitae) (5 years or more-2marks, less than 5 years- 0 marks) iii. Membership to relevant professional bodies e.g. MSK and PRSK. (1 mark)	5
	<b>2. Strategy Director;</b> i. Bachelor's Degree in strategy, marketing, communication or any other relevant fields. Attach copy of certificate (2 marks) ii. Specific experience in 360-degree campaign strategies successfully implemented in the last five (5) years. Attach signed detailed Curriculum Vitae (5 years or more-2 marks, less than 5 years- 0 marks) iii. Membership to relevant professional bodies e.g. MSK and PRSK. (1 mark)	5
	<b>3. Media Director:</b> i. Bachelor's Degree in strategy, marketing, communication or any other relevant fields (Attach copy of the original) (2 mark) ii. At least 6 years' experience in media planning and managing advertising	5

	<p>(Attach signed detailed Curriculum Vitae) (2 marks)</p> <p>iii. Membership to relevant professional bodies e.g. MSK and PRSK. (1 mark)</p>	5
	<p><b>4. Creative Head/Director;</b></p> <p>i. Diploma in Design, Production, filming, communication or any other relevant fields. Attach copy of certificate (2marks)</p> <p>ii. At least 5 years' experience as creative head/director. Attach a detailed and signed Curriculum Vitae (5 years or more-2 marks, less than 5 years- 0 marks)</p> <p>iii. Membership to relevant professional bodies e.g. MSK and PRSK. (1 mark)</p>	5
	<p><b>5. Copywriting Expert</b></p> <p>i. Diploma in Design, Production, filming, communication or any other relevant fields. Attach copy of certificate (2marks)</p> <p>ii. Should have at least five (5) years' experience in English copywriting - Attach detailed and signed Curriculum Vitae (5 years or more-2 marks, less than 5 years- 0marks)</p> <p>iii. Should have done copywriting for at least three (3) national campaigns: (1 mark each)</p>	
	<p><b>Adequacy of the proposed Methodology and Work Plan in responding to the Terms of Reference will be evaluated on how the consultant proposes to address the areas listed below (30 marks);</b>  <b>(1 mark for each point unless specified);</b></p>	

## **Advertising/Communication Services**

- i. Facilitate the process of the development of brand strategies in line with KRA's seventh Corporate Plan (refer to KRA's website). *(2 marks)*
- ii. Develop and implement Advertising/Communication strategies for the service brands and for the corporate brand. *(2 marks)*
- iii. Development and implementation of product and brand marketing plans for KRA and its products. *(2 marks)*
- iv. Monitoring and evaluation of Advertising/Communication strategies and advertising campaigns for all KRA brands. *(2 marks)*
- v. Create and enhance awareness of the existing successful programmes that the KRA has in place. *(2 marks)*
- vi. Conceptualisation and production of audio-visual materials such as documentaries, TVCs, infomercials, radio adverts, animated videos for digital media platforms, etc. *(2 marks)*
- vii. Design and layout of advertisements for print media (for newspapers, magazines etc.), electronic and interactive media. *(2 marks)*
- viii. Conceptualizing, designing and ensuring quality control on production of all branded collateral materials including indoor and outdoor branding and promotional materials; brochures, leaflets/fliers, various banners, folders, pens, notebooks, gift bags, stationery for the Authority. *(2mark)*
- ix. To develop Key Performance Indicators (KPIs), metrics and analytics for brand communication campaigns. *(3marks)*
- x. Development of a Brand Strategy for KRA *(3marks)*
- xi. Develop a Monitoring, Evaluation and risk

	<p>framework for communication campaigns. (2 marks)</p> <p><b>Internal Communication Services</b></p> <ul style="list-style-type: none"> <li>i. Review and advise on the initial internal communication strategy and plan whose objective is to increase employee awareness of KRA’s strategic direction and brand ‘love’. (1mark)</li> <li>ii. Create a tool to measure the impact of internal communications both immediate and long-term impact. (1marks)</li> <li>iii. Design an internal communications audience profile for KRA (1mark)</li> <li>iv. Conduct an internal communication audit of KRA and its impact on the business. (1mark)</li> <li>v. Design high responsive feedback channels, (bottom-up, up-bottom and horizontal) available for use by all KRA staff (1mark)</li> <li>vi. Conceptualisation, development and execution of effective and impactful internal advertising campaigns. (2mark)</li> </ul> <p><i>NB: The Agency must always use innovative ideas in creating advertisements. It must neither use old tactics nor copy the campaigns of other products or corporate entities.</i></p> <p><b>Media Management Services</b></p> <ul style="list-style-type: none"> <li>i. Provide media strategy, planning and media buying services in support of all KRA’s public information campaigns when required. (1 mark)</li> <li>ii. Propose appropriate media platforms for effective running of KRA’s public information campaigns. (2 marks)</li> </ul>	
	<b>Total (Cut off 50 marks)</b>	<b>80</b>

Those bidders who will meet the cut off score of the technical evaluation will be invited to pitch. The pitching will carry a maximum score of 20 and a cut off score of 10 marks.

**LOT II: DIGITAL COMMUNICATION**



	<b>Description</b>	<b>Score</b>
<b>I</b>	<b>Firm Suitability</b>	
1.	Company Profile	1
2.	<b><i>Specific experience of the firm related to the assignment:</i></b> i. At least three (3) years' experience working as a digital agency with large and reputable organisations. 3-5 years = 1 Mark 5-7 years = 2 Marks 7+ years = 3 Marks	3
	ii. Execution of three (3) major digital campaigns within the last three (3) years. <i>Attach copy of LPO/LSO/Invoice/project completion certificate/signed contract for the above mentioned projects.</i>	6
	iii. Proof of success in implementation of projects in (ii) above. <i>(For each project attach any one or more of the following: recommendation letters, client or public satisfaction survey reports, impact reports, media monitoring reports etc. (2 marks per evidence)</i>	6
3.	<b>Organizational Experience</b> Written and certified three (3) client references complete with telephone and email addresses. These should include a brief explanation of the kind of work undertaken and the results realised within the last three (3) years	3
4.	<b>Awards</b> Award winning digital marketing campaigns: Bidder should have won recognised awards for their digital/online work. Attach copy of award certificates from the body responsible for the award ceremony. Awards for > 2 citations = 2 Marks Awards for > 1 citations = 1 Mark Awards for > 0 citations = 0 Marks	2
<b>II</b>	<b>CV of the proposed staff</b> Qualification and Competence of Staff: Bidder must provide CVs of key personnel who will be involved in the project;	

	<p><b>1. Account Manager:</b></p> <ul style="list-style-type: none"> <li>i. Bachelor's Degree from a recognised and reputable institution in Strategy, Marketing, Public Relations, Communication or any other relevant fields (Attach certified copy of the original) (2 marks)</li> <li>ii. At least 5 years of managing similar clients (Attach detailed and signed Curriculum Vitae) (1 marks)</li> <li>iii. Evidence of at least 2 accounts of clients of similar scope of business (4 marks)</li> </ul>	7
	<p><b>2. Head of Digital/Team Leader:</b></p> <ul style="list-style-type: none"> <li>i. Bachelor's Degree from a recognised and reputable institution in Marketing, Public Relations, Communication, Journalism, IT or any other relevant field (Attach certified copy of the original) (2 marks)</li> <li>ii. Certification in Digital Marketing. (Attach certificate) (1 mark)</li> <li>iii. At least 5 years' experience in digital Marketing, digital media planning and managing advertising (Attach detailed Curriculum Vitae) (2 marks)</li> <li>iv. Evidence of successful development of digital media strategies for at least two digital communication projects within the past three years (Attach campaign profiles) (1 mark for each, maximum 2 marks)</li> </ul>	7
	<p><b>3. Creative Director</b></p> <ul style="list-style-type: none"> <li>i. Bachelor's Degree from a recognised and reputable institution in Design, Marketing, Communication, IT or any other relevant field (Attach certified copy of the original) (2 marks)</li> <li>ii. Certification in Digital Marketing. (Attach certificate) (1 mark)</li> <li>iii. At least five (5) years' experience as a creative head/director. Attach a detailed and signed CV (1 marks)</li> </ul>	4
	<p><b>4. Content Editor</b></p> <ul style="list-style-type: none"> <li>i. Bachelor's Degree from a recognised and reputable institution in Marketing, Communication, IT or any other relevant field (Attach certified copy of the original) (2 marks)</li> <li>ii. At least two (2) years' experience working as a content editor. Attach sample work portfolio (1 marks)</li> </ul>	3
<b>III</b>	<p><b>Adequacy of the proposed Methodology and Work Plan in responding to the Terms of Reference will be evaluated on how the consultant proposed to address the areas listed below:</b></p>	

	<p><b>a. Brand Management on all digital platforms</b></p> <ul style="list-style-type: none"> <li>i. Explore different and unique activities/strategies that will deliver KRA brand values and communicate the brand position</li> <li>ii. Partner with the digital team to develop compelling stories that will communicate the brand proposition</li> <li>iii. Identify key performance indicators to evaluate the effectiveness and efficiencies of the activities</li> </ul>	3
	<p><b>b. Crisis communication and Reputation Management</b></p> <ul style="list-style-type: none"> <li>i. Build and enhance KRA online reputation and digital footprint</li> <li>ii. Explore various digital reputation Intelligence &amp; Management tools to monitor conversations and helps you improve your company's visibility online.</li> <li>iii. Provide consistent and accurate information across multiple digital platforms</li> </ul>	3
	<p><b>c. Develop and implement strategic recommendations appropriately</b></p> <ul style="list-style-type: none"> <li>i. Understand the KRA goals of digital content delivery and help with developing a more attainable strategy.</li> </ul>	1
	<p><b>d. Develop and execute impactful digital campaigns</b></p> <ul style="list-style-type: none"> <li>i. Conduct market analysis for products and services (overview of KRA's audience segments, realistic assessment of our online performance and competitive gap analysis)</li> <li>ii. Deconstruct business objectives into digital campaign goals</li> <li>iii. Determine and define the main KPIs for successful digital campaigns in relation to the defined goals</li> <li>iv. Define and develop digital campaign strategies</li> <li>v. Conduct post-campaign audits</li> <li>vi. Work with KRA to develop annual, semi-</li> </ul>	6

	annual and quarterly digital campaign calendars	
	<p><b>e. Digital/Content Marketing</b></p> <ul style="list-style-type: none"> <li>i. Develop a content and social media strategy for KRA’s online properties</li> <li>ii. Create content that represents KRA’s brand values and vision</li> <li>iii. Share relevant content across all social media channels to present KRA to a wider audience</li> <li>iv. Ensure that all content messaging is aligned with the overall brand platform</li> <li>v. Use the right content for corresponding target audience segments</li> <li>vi. Create high-quality content and build automated infrastructure to convert online visitors into leads</li> <li>vii. Use Search Engine Optimization (SEO) to increase KRA’s online content visibility</li> <li>viii. Use social listening tools to be aware of what KRA’s customers are talking about in order to address their needs directly and keep track of your brand image</li> </ul>	8
	<p><b>f. Digital Tax Education</b></p> <ul style="list-style-type: none"> <li>i. Define a digital tax education plan</li> <li>ii. Define the digital tax education roadmap</li> <li>iii. Ensure the digital tax education is achieved and implemented without time or cost overruns</li> <li>iv. Through a digital development program, ensure that the training and capacity building leads to better utilization of the digital tax education</li> <li>v. Create a system for continuous knowledge transfer in the midst of a changing tax environment</li> <li>vi. Monitor regularly, evaluate and report on digital tax education to the management</li> </ul>	7

	vii. Provide a baseline on tax awareness, growth and monitor its growth.	
	<b>g. Event Coverage</b> i. Provide audio visual event coverage services for various KRA events and publish on online platforms as required. ii. Live coverage of select KRA events iii. Live streams in YouTube and Facebook/Twitter; use of relevant Periscope	3
	<b>h. International Relations</b> i. Develop a strategy for mapping KRA work internationally on the digital space ii. Continuously monitor KRA's IRD engagements and create an interactive depository of diplomatic instruments KRA signs up to iii. Utilize SEO to develop linkages between KRA and international agencies	3
	<b>i. Analytics and Reports</b> i. Provide periodic analysis and reports on effectiveness of digital platforms ii. Based on the reports, provide directions from time to time on opportunities to leverage on the digital space. iii. Benchmark with other relevant corporate digital accounts and provide timely reports on KRA's digital standing iv. Provide reports and data that will be incorporated in the enterprise wide big data strategy	4
	<b>Total(Cut off 50 marks)</b>	<b>80</b>

**LOT III: PUBLIC RELATIONS AND PUBLIC AFFAIRS SERVICES**

	<b>Description</b>	<b>Marks</b>
I.	<b>Firm Suitability (25 marks)</b>	
1.	Company profile	4
3.	<b><u>Specific experience of the firm related to the assignment:</u></b>  The bidder should have proven experience working as PR and Public Affairs Advisory Agency in the services sector, preferably in the financial	12

	<p>services.</p> <p>i. Provide a list of three (3) PR strategies executed for clients with national reach/scope (Attach copies of signed contracts/PR Value reports / project completion reports) (2 marks per project)</p> <p>ii. Proof of success in implementation of the above PR strategies. (For each project attach any one or more of the following: client or public satisfaction survey reports, impact reports, PR monitoring reports etc. (2 marks per project)</p>	
4.	<p><b><u>Organizational Experience</u></b></p> <p>Written and certified two (2) references complete with telephone and email addresses. These should include a brief explanation of the kind of work undertaken and results realized within the last five years (2 marks for each reference).</p>	4
5.	<p><b><u>Awards</u></b></p> <p>Award Winning on ground activation campaigns: Bidder should have won recognized awards for their PR campaigns. Attach Copy of Award Certificates from the body responsible for the award ceremony.</p> <ul style="list-style-type: none"> <li>• Awards for &gt;3 citations = 3 Marks</li> <li>• Awards for 2 citations = 2 Marks</li> <li>• Awards for 1 citation = 1 Marks</li> <li>• No Awards = 0 Marks</li> </ul>	3
6.	<p><b><u>Staff</u></b></p> <p>The firm must have at least 10 regular and experienced manpower including the qualified and experienced supervisor to handle PR and Public Affairs Advisory assignments. (documented proof should be attached) (2 marks)</p>	2
II	<p><b>CV of the proposed staff (25 marks)</b></p> <p>Qualification and Competence of Staff: Bidder must provide CVs of key personnel who will be involved in the project;</p>	
	<p><b>1. PR Director:</b></p> <p>i. Bachelor’s Degree in PR or any other relevant fields. (Attach copy of the certificate) (3 marks)</p> <p>ii. At least 5 years’ experience in managing complex Crisis PR projects for similar clients (Attach detailed and signed</p>	9

	<p>Curriculum Vitae) (5 years or more-4 marks, less than 5 years- 0 marks)</p> <p>iii. Membership to relevant professional bodies e.g. PRSK. (2 mark)</p> <p><b>2. Strategy Resource:</b></p> <p>i. Bachelor’s Degree in PR or any other relevant fields. (Attach copy of the certificate) (3 marks)</p> <p>ii. At least 5 years’ experience in PR and Public Affairs Advisory (Attach detailed and signed Curriculum Vitae) (5 years or more-3 marks, less than 5 years- 0 marks)</p> <p>iii. Membership to relevant professional bodies e.g. PRSK. (2 mark)</p> <p><b>3. Account Manager</b></p> <p>i. Bachelor’s Degree in PR or any other relevant fields. (Attach copy of the certificate) (3 marks)</p> <p>ii. At least 3 years’ experience in PR and Public Affairs Advisory (Attach detailed and signed Curriculum Vitae) (5 years or more-3 marks, less than 5 years- 0 marks)</p> <p>iii. Membership to relevant professional bodies e.g. PRSK. (2 marks)</p>	<p>8</p> <p>8</p>
	<p><b>Adequacy of the proposed Methodology and Work Plan in responding to the Terms of Reference will be evaluated on how the consultant proposes to address the areas listed below (30 marks);</b>  <b>(1 mark for each point unless specified);</b></p>	
	<p>i. Constantly monitor information affecting KRA and develop strategies to mitigate them. (2 marks)</p> <p>ii. Write and distribute information/ news releases and respond to media inquiries. (2 marks)</p> <p>iii. Build relationships with customers and respond to inquiries from the public. (2 mark)</p> <p>iv. Organize public events and press conferences that will inform the public of</p>	

	<p>the organization's agenda. <i>(2 marks)</i></p> <p>v. Ensure that KRA's presence in the media and the PR value of internally solicited coverage is communicated constantly. <i>(2 marks)</i></p> <p>vi. Provide advisory services on crisis communication arising from time to time. <i>(2 marks)</i></p> <p>vii. Provide media training for key staff authorized to speak to the media. <i>(2 marks)</i></p> <p>viii. Provide Public Relations services that will ensure high and positive visibility of KRA and reduced negative publicity in the media. <i>(1 mark)</i></p> <p>ix. Communicate KRA achievements through opinion pieces written through print media platforms. <i>(1 mark)</i></p> <p>x. Ensure positive publicity across media platforms and ensure reduced negative publicity for the organization across media platforms. <i>(1 mark)</i></p> <p>xi. Respond to public policy threats and opportunities that affect KRA brand. <i>(1 mark)</i></p> <p>xii. Research, forecast and evaluate the effects of public policy on KRA using public sources, political intelligence and personal contacts. <i>(1 mark)</i></p> <p>xiii. Monitor all KRA news and editorial coverage in all media and give a content analysis that informs the business on way forward. <i>(1 mark)</i></p> <p>xiv. Organize events that will ensure KRA's image is positively represented. <i>(1 mark)</i></p>	
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xv.	Provide on real time basis information on how issues and stories related to KRA are reported in the media. <i>(1 mark)</i>	
xvi.	Prepare summaries, clippings and links of all media publicity on KRA and provide the same on real time basis. <i>(1 mark)</i>	
xvii.	Prepare reports on nature of media content reporting and state what media is reporting on KRA. <i>(1 mark)</i>	
xviii.	Provide KRA with value of all its media content in terms of audience reach and image enhancement. <i>(1 mark)</i>	
xix.	Proactive engagement with social media, which includes blogs, wikis, micro blogs, social networks, video, photo showing sites and real time alerts on behalf of KRA. <i>(1 mark)</i>	
xx.	Maintain relationships with KRA's existing stakeholders and develop new business opportunities. <i>(1 mark)</i>	
xxi.	Provide media management and other publicity activities. <i>(1 mark)</i>	
xxii.	Review the effectiveness of previous activities and how KRA is viewed by diverse stakeholders. <i>(1 mark)</i>	
xxiii.	Publicise Corporate Social Responsibility Initiatives to enhance KRA reputation. <i>(1 mark)</i>	
<b>Total(Cut off 50 marks)</b>		<b>80</b>

**The technical part will be evaluated out of 80 with a cut off score of 60 marks.**

Those Bidders who meet the cut off score of the technical evaluation will be invited to pitch. The pitching will carry a maximum score of 20 and a cut off score of 10 marks.

The overall cut off score shall be 70 out of 100.

Award shall be per lot.

2.10.2 The assignment is expected to commence immediately after contract signing.

## **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 have a combined Technical and Financial proposals.
- 3.4** The technical proposal shall contain the following:-
- i. Submission letter
  - ii. Capability statement
  - iii. Particulars of the consultant firm or consultant including Curriculum vitae (CV)
  - iv. Comments and suggestions of the consultant on the terms of reference, personnel, facility and other requirements to be provided by the procuring entity.
  - v. Description of the methodology and work plan/ execution plan for performing the assignment
  - vi. Any proposed staff to assist in the assignment.
  - vii. Consultancy services activities times' schedule.
  - viii. Reference sites for previous similar services- References from at least three (3) existing clients complete with telephone & email addresses.

## EVALUATION CRITERIA

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

### A. TENDER RESPONSIVENESS (MANDATORY)

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

The tenderer must attach the following mandatory documents;

1. Certificate of Registration/Incorporation.
2. Duly Completed and Signed Confidential Business Questionnaire.
3. Valid Tax Compliance Certificate
4. Power of attorney (Sole Proprietors Exempted)
5. Duly filled, signed and stamped (Financial Proposal Submission Form)

### B. TECHNICAL EVALUATION CRITERIA (80 marks)

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

### C. OVERALL TENDER EVALUATION CRITERIA

The tender evaluation criteria is weighted as follows; -

<b>Criteria</b>	<b>Maximum Score</b>	<b>Cut Off</b>
Tender Responsiveness	Mandatory	Mandatory
Weighted Technical specifications scores	80	60
Pitch	20	10
<b>Totals</b>	<b>100</b>	<b>70</b>
<b>NB: Award shall be per LOT to the lowest evaluated bidder</b>		

**SECTION III - TECHNICAL PROPOSAL**

**Table of Contents**

		<b>Page</b>
1	Technical Proposal Submission Form.....	32
2	Firms References.....	33
3	Comments and Suggestions of Consultants on the Terms of Reference and on Data, Services and Facilities to be provided by the procuring entity .....	34
4	Description of the Methodology and Work Plan for performing the Assignment.....	35
5	Team Composition and Task Assignments.....	36
6	Format of curriculum vitae (CV) for Proposed Professional Staff.....	37
7	Time Schedule for Professional Personnel	38
8	Activity (Work) Schedule	39

**NOTE: Bidders to note that this is a standard proposal document and some of the forms may not be applicable to this tender.**

**1. TECHNICAL PROPOSAL SUBMISSION FORM**

[\_\_\_\_\_ Date]

To: \_\_\_\_\_ [Name and address of Client)

Ladies/Gentlemen:

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

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

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

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

We remain,

Yours sincerely,

\_\_\_\_\_ [Authorized Signature]:

\_\_\_\_\_ [Name and Title of Signatory]:

\_\_\_\_\_ [Name of Firm]:

\_\_\_\_\_ [Address]:

## 2. FIRM'S REFERENCES

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

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

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

Firm's Name: \_\_\_\_\_  
Name and Title of Signatory; \_\_\_\_\_

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

---

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

Background Information

Service Requirements

Proposed Methodology and Tools

Mobilization Period

Reporting

Duration of the Project

Project Plan

Potential Issues/Risks

Terms of Payment

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

---



## 5. TEAM COMPOSITION AND TASK ASSIGNMENTS

### 1. Technical/Managerial Staff

Name	Position	Task

### 2. Support Staff

Name	Position	Task

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

Proposed Position:

---

Name of Firm:

---

Name of Staff:

---

Profession:

---

Date of Birth:

---

Years with Firm: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies:

---

---

Detailed Tasks Assigned:

---

---

**Key Qualifications:**

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

---

**Education:**

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

**Employment Record:**

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

---

**Certification:**

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

\_\_\_\_\_ Date:

\_\_\_\_\_  
*[Signature of staff member]*

\_\_\_\_\_ Date; \_\_\_\_\_  
*[Signature of authorized representative of the firm]*

Full name of staff member:

\_\_\_\_\_

Full name of authorized representative:

\_\_\_\_\_

## 6. 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). Completion and Submission of Reports

Reports	Date
1. Inception Report ( monthly reports)	
4. Interim Progress Report (a) First Status Report (1 <sup>st</sup> Quarter M&E report) (b) 2 <sup>nd</sup> Quarter M&E Report (c) 3 <sup>rd</sup> Quarter M&E Report	
2. Annual campaign Report	
4. Final Report	

## SECTION IV: - FINANCIAL PROPOSAL

### Notes on preparation of Financial Proposal

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

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

The financial proposal shall contain the following.

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

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

**SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS**

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1. Financial Proposal Submission Form	43
2. Summary of Costs & Breakdown of Price per activity	44
3. Breakdown of Remuneration	45

**1. FINANCIAL PROPOSAL SUBMISSION FORM**

\_\_\_\_\_ [Date]

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*[Name and address of Client]*

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for **Communication & Adverting, Digital Communication, Public Relations and Public Affairs Services** in accordance with your Request for Proposal dated (\_\_\_\_\_) [Date] and our Proposal. Our attached Financial Proposal is for the sum of (\_\_\_\_\_) [Amount in words and figures] inclusive of the taxes.

We remain,

Yours sincerely,

\_\_\_\_\_ [Authorized Signature]:

\_\_\_\_\_ [Name and Title of Signatory]:

\_\_\_\_\_ [Name of Firm]:

\_\_\_\_\_ [Address]:



## 2. SUMMARY OF COSTS

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

### 3. BREAKDOWN OF REMUNERATION

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

## **SECTION V: - TERMS OF REFERENCE**

- Communications and advertising
- Digital communication
- Public relations and public affairs services

**See breakdown of terms of references, Clause 2.6.1 on pages 11 to pages 25**

The assignment will involve, among others:

1. To understand the tax landscape in Kenya to inform the formation of a branding, marketing and communication strategy in a business context, brand context, target market context and African tax context.
2. To develop Key Performance Indicators (KPIs), metrics and analytics for communication, digital, Public Relations and Public Affairs campaigns
3. Development of a Public Relations and Communication Strategy for KRA
4. Development of a Brand Strategy for KRA
5. Development of annual financial report and revenue performance report.

### **THIRD PARTY COSTS**

*KRA will from time to time and on a need basis require 3<sup>rd</sup> party services, which shall be sourced competitive by the consultant by providing a minimum of three (3) quotations from the relevant firms.*

### **NOTE: Monitoring and Evaluation**

Quarterly review meetings shall be done by a team from KRA to appraise the consultancy services and establish whether the authority is realizing value for money.

**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.***

<b>Part 1 – General</b>																															
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 .....																														
<b>Part 2 (a) – Sole Proprietor</b>																															
2a.1	Your Name in Full ..... Age .....																														
2a.2	Nationality ..... Country of Origin .....																														
	Citizenship Details .....																														
<b>Part 2 (b) Partnership</b>																															
2b.1	Given details of Partners as follows:																														
2b.2	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 30%; text-align: center;"><u>Name</u></th> <th style="width: 30%; text-align: center;"><u>Nationality</u></th> <th style="width: 30%; text-align: center;"><u>Citizenship Details</u></th> <th style="width: 10%; text-align: center;"><u>Shares</u></th> </tr> </thead> <tbody> <tr> <td>1.....</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.....</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.....</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.....</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>	1.....	.....	.....	.....	.....	2.....	.....	.....	.....	.....	3.....	.....	.....	.....	.....	4.....	.....	.....	.....	.....					
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<b>Part 2 (c) – Registered Company</b>																															
2c.1	Private or Public .....																														
2c.2	State the Nominal and Issued Capital of Company- Nominal USD .....																														
	Issued USD .....																														
2c.3	Given details of all Directors as follows																														
	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 30%; text-align: center;"><u>Name</u></th> <th style="width: 30%; text-align: center;"><u>Nationality</u></th> <th style="width: 30%; text-align: center;"><u>Citizenship Details</u></th> <th style="width: 10%; text-align: center;"><u>Shares</u></th> </tr> </thead> <tbody> <tr> <td>1.....</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.....</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.....</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.....</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5.....</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>	1.....	.....	.....	.....	.....	2.....	.....	.....	.....	.....	3.....	.....	.....	.....	.....	4.....	.....	.....	.....	.....	5.....	.....	.....	.....	.....
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5.....	.....	.....	.....	.....																											
<b>Part 3 – Eligibility Status</b>																															
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 <b>YES</b> 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 <b>YES</b> give details. ..... ..... .....																														

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

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

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

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

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

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

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

Date ..... Signature of Candidate .....

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

**REPUBLIC OF KENYA**

**STANDARD FORM OF CONTRACT**

**FOR**

**CONSULTING SERVICES**

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

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## **Special Notes**

- 1 The Lump-Sum price is arrived at on the basis of inputs – including rates – provided by the Consultant. The Client agrees to pay the Consultant according to a schedule of payments linked to the delivery of certain outputs, usually reports. Lump-sum contracts have the simplicity of administration, the Client having only to be satisfied with the outputs without monitoring the staff inputs and should be used for large Assignments in for example Design; Engineering; Supervision and Management Services; Master plans; Economic and Feasibility studies; and Surveys.
  
2. The Contract includes four parts: Form of Contract, the General Conditions of Contract, the Special Conditions of Contract and the Appendices. The Client using this standard contract should not alter the General Conditions. Any adjustment to meet any specific project features should be made only in the Special Conditions.

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

between

---

*[name of the Client]*

AND

---

*[name of the Consultant]*

Dated: \_\_\_\_\_ *[date]*

## FORM OF CONTRACT

### Large Assignments (Lump-Sum Payments)

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

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

#### WHEREAS

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

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract;
  - (b) The Special Conditions of Contract;
  - (c) The following Appendices: [**Note:** *If any of these Appendices are not used, they should be deleted from the list*]
    - Appendix A: Description of the Services
    - Appendix B: Reporting Requirements
    - Appendix C: Key Personnel and Sub consultants
    - Appendix D: Breakdown of Contract Price in Foreign Currency
    - Appendix E: Breakdown of Contract Price in Local Currency
    - Appendix F: Services and Facilities Provided by the Client
2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:
  - (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and

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

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

For and on behalf of \_\_\_\_\_  
[name of client]

[full name of Client's  
authorised representative] \_\_\_\_\_

[title] \_\_\_\_\_

[signature] \_\_\_\_\_

[date] \_\_\_\_\_

For and on behalf of \_\_\_\_\_ [name of  
consultant]

[full name of Consultant's  
authorized representative] \_\_\_\_\_

[title] \_\_\_\_\_

[signature] \_\_\_\_\_

[date] \_\_\_\_\_

## II. GENERAL CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;
- (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;
- (c) “Contract Price” means the price to be paid for the performance of the Services in accordance with Clause 6 here below;
- (d) “Foreign Currency” means any currency other than the Kenya Shilling;
- (e) “GC” means these General Conditions of Contract;
- (f) “Government” means the Government of the Republic of Kenya;
- (g) “Local Currency” means the Kenya Shilling;
- (h) “Member”, in case the Consultant consists of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract;
- (i) “Party” means the Client or the Consultant, as the case may be and “Parties” means both of them;
- (j) “Personnel” means persons hired by the Consultant or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof;
- (k) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;

(l) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and

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

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

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

**1.4 Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

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

**1.6 Authorized Representatives** Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.

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

## **2 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

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

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

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

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

**2.5 Force Majeure**

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

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

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

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

**2.6 Termination:**

**2.6.1 By the Client**

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

(a) if the Consultant does not remedy a failure in the

performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;

- (b) if the Consultant becomes insolvent or bankrupt;
- (c) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Consultant, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

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

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

**2.6. By the  
2 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. Payment  
3 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.

**3.2.1 Conflict of Interests 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** The Consultants shall submit to the Client the reports and

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

**6.2 Contract Price** (a) The price payable in foreign currency is set forth in the SC.

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

**6.3 Payment for Additional Services** For the purposes of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

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

**6.5 Interest on Delayed Payment** Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of

Kenya's average rate for base lending .

## **7 SETTLEMENT OF DISPUTES**

- 7.1 Amicable Settlement** The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 7.2 Dispute Settlement** Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred by either Party to the arbitration and final decision of a person to be agreed between the Parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.

### III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of and Supplements to Clauses in the General Conditions of Contract
---------------------	--

1.1(i) The Member in Charge is \_\_\_\_\_  
[name of Member]

1.4 The addresses are:

Client: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Telex; \_\_\_\_\_  
Facsimile: \_\_\_\_\_

Consultant: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone; \_\_\_\_\_  
Telex: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

1.6 The Authorized Representatives are:

For the Client: \_\_\_\_\_

For the Consultant: \_\_\_\_\_

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

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

2.2 The date for the commencement of Services is \_\_\_\_\_ [date]

2.3 The period shall be \_\_\_\_\_ [length of time].

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

3.4 The risks and coverage shall be:

(i) Professional Liability

\_\_\_\_\_

(ii) Loss of or damage to equipment and property

\_\_\_\_\_

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

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

6.4 Payments shall be made according to the following schedule:

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

## **IV. Appendices**

### **APPENDIX A – DESCRIPTION OF THE SERVICES**

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

### **APPENDIX B – REPORTING REQUIREMENTS**

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

### **APPENDIX C – KEY PERSONNEL AND SUBCONSULTANTS**

*List under:* C-1 *Titles [and names, if already available], detailed job descriptions and minimum qualifications of Personnel and staff-months for each.*

C-2 *List of approved Sub consultants (if already available); same information with respect to their Personnel as in C-1.*

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

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

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

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

### **APPENDIX E – BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY**

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

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



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

**APPENDIX F – SERVICES AND FACILITIES PROVIDED BY THE CLIENT**

**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_

\_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

The contract/contracts shall be signed by the parties within or after 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