



**KENYA REVENUE
AUTHORITY**

ISO 9001:2000 CERTIFIED

FRAMEWORK CONTRACT

**PROVISION OF CONSULTANCY SERVICES FOR CORRUPTION
PERCEPTION SURVEY**

FOR A PERIOD OF THREE YEARS

RFP NO. KRA/HQS/NCB-032/2019-2020

**TIMES TOWER BUILDING
P.O. BOX 48240 - 00100
TEL: +254 02 310900
FAX: +254 02 215809
NAIROBI, KENYA.**

PREBID DATE: 31ST, OCTOBER, 2019; 11.00 AM

CLOSING DATE: 7TH, NOVEMBER, 2019 AT 11.00AM

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Tender Notice

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

NO	DESCRIPTION	ELIGIBILITY	PRE- BID - DATE, TIME, AND VENUE	CLOSING DATE AND TIME
1.	KRA/HQS/NCB-032/2019-2020, FRAMEWORK CONTRACT FOR PROVISION OF CONSULTANCY SERVICES FOR CORRUPTION PERCEPTION SURVEY	OPEN	31ST OCTOBER, 2019; 11.00 AM (TIMES TOWER)	7TH NOVEMBER, 2019 AT 11.00AM

2. 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.
3. Existing KRA suppliers (see list on KRA website) who have not updated their records in SRM System **MUST do so to continue receiving RFXs invitations**. For assistance visit any KRA Procurement office countrywide or email: srmsupport@kra.go.ke.
4. Addenda / clarifications will be posted in Kra Website (www.kra.go.ke) and also sent to all prospective tenderes that have registered for the tender in the KRA supplier Portal.
5. Technical Qualification requirements; Refer to Section V of the bidding document.
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 **7TH November, 2019** 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. **Bidders to note that system bid submission issues shall not be addressed within 24 hours to the tender closing date and time.**

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

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

SECTION II – INFORMATION TO CONSULTANTS (ITC)

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SECTION II: - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation to tender is open to all eligible bidders as described in the instructions to Tenderers. Successful Tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix "ITC" for consulting services required for the assignment named in the said Appendix. ITC Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm for a three year plan period.
- 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. Bidders should contact the officials named in the Appendix "ITC" to arrange for any visit or to obtain additional information on the pre-proposal conference. Bidders 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 relative (spouse and children) are not eligible to participate.

2.1.7 The bid document shall be downloaded from the KRA website free of charge

2.2 Clarification and Amendment of RFP Documents

2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by post or by email to the Client's address indicated in the Appendix "ITC". The Client will respond by 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, 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 The Technical Proposal shall provide the following information using the attached Standard Forms;

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

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The

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

- 2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix ITC specifies otherwise.
- 2.4.3 Consultants shall express the price of their services in Kenya Shillings.
- 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 Proposals

- 2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see paragraph 1.2) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.
- 2.5.2 For each proposal, the consultants shall prepare and attach the pdf clearly naming the proposal as per the lots.
- 2.5.3 The Technical and Financial Proposal shall be combined

attached and clearly marked “the respective **tender description.**

2.5.4 The completed combined technical and financial proposal must be submitted online on or before the time and date stated in the Appendix “ITC”. Any proposal received after the closing time will not go through as the system will deactivate submission tab.

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

2.6 Proposal Evaluation General

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

2.7 Evaluation of Technical Proposal

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

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

2.8 Public Opening and Evaluation of Financial Proposal

2.8.1 After Technical Proposal evaluation, the Client proceeds to evaluate the Financial proposals from the firms that have passed the minimum technical requirements.

2.8.2 The evaluation committee will determine whether the financial proposals are complete (i.e. Whether the consultant has costed all the items of the corresponding

Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.

- 2.8.3 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.
- 2.8.4 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:-
 $S_f = 100 \times \frac{F_M}{F}$ where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T =the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + p = 1$) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows:- $S = S_t \times T \% + S_f \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 2.8.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender unless extended otherwise as provided in the Public Procurement and Asset 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 of the Client is: KENYA REVENUE AUTHORITY P.O. BOX 48240 – 00100, TEL: +254 20 310900 FAX: +254 20 215809 NAIROBI, KENYA.
2.1.1	The method of selection is: COMPETITIVE BIDDING
2.1.2	The bidder shall submit Combined technical and financial proposals electronically via the supplier portal in the Notes and attachment Section of the RFX (Tender) clearly labeled with the tender name and tender reference number
	The name, objectives, and description of the assignment are: CONSULTANCY SERVICES FOR CORRUPTION PERCEPTION SURVEY
2.1.3	There shall be a pre-bid conference on 31st October, 2019 and bidders can request for clarification or information via mail: eprocurement@kra.go.ke
2.1.4	The Client will provide the following inputs: <ul style="list-style-type: none"> ▪ All data statistics and information required for the assignment
2.1.5	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 .
2.1.6	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.
2.1.9	Consultants shall express the price of their services in Kenya Shillings
2.2.1	The Proposal must remain valid for 335 DAYS after the submission date.

2.3.2	Proposals that meet the technical cut off score shall proceed for financial score
2.3.3	The bidder shall be evaluated against the criteria given in 2.4.1 to establish the bidder's capacity and experience. The technical evaluation cut -off score for the proposal shall be 52 percent .
2.3.4	Financial evaluation will be as follows; $30\% \times \left(1 - \frac{(EB-LB)}{(HB-LB)} \right)$ EB – is the bidder being evaluated, LB - is the lowest bidder & HB - is the highest bidder
2.3.5	The assignment is expected to commence immediately from the date of award.
2.3.6	The proposal shall contain combined Technical and Financial proposal

2.3.7	<p>This tender is based on a one envelope system. The bidder shall submit the combined Technical and Financial proposals electronically via the supplier portal in the notes and attachments section of the RFX within the tendering period.</p> <p>The bids should be clearly marked as; PROVISION OF CONSULTANCY SERVICES FOR CORRUPTION PERCEPTION SURVEY</p>
2.3.8	<p>The address to send information to the Client is:</p> <p style="text-align: center;">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.</p>

2.3.9	<p>The minimum technical score required to pass is: 52 distributed as follows; PROVISION OF CONSULTANCY SERVICES FOR CORRUPTION PERCEPTION SURVEY</p>			
Criteria	Distribution	Scoring criteria	Score	Pass Mark
1. Institutional and Lead Consultant Capacity (30marks)				
Relevant Experience (5marks)	5 years' experience in conducting countrywide surveys	<2 year 2 – 5 years ≥ 5 years	0.5marks 1.5marks 2.5marks	3 marks
	5 years' experience conducting countrywide surveys for government, MDAs	<2 year 2 – 5 years ≥ 5 years	0.5marks 1.5marks 2.5marks	
Adequacy and appropriateness of references/similar work in scope (9 marks)	The firm's experience in carrying out surveys for at least three (3) clients. Attach proof providing L.S.Os and	-Name of client -Proof of contracts e.g. L.S.Os, contracts, reference letters -Contact persons and	3 marks for each client	6marks

		contracts/reference letters. Provide clear physical address and contact persons	address of client		
	CV of the proposed staff -At least 3 staff (lead consultant and other two staff (9 marks) Team members must have the requisite expertise <i>(Provide copies of CVs and Certificates for all proposed staff for this services)</i>	Lead Consultant -	Over 5 years experience 3-5 years experience. 1-2 years experience.	3marks 2marks 1marks	2 marks
		Key personal (2 key staff)	Over 5 years experience 3-5 years experience. 1-2 years experience.	3 marks-each 2 marks-each 1 marks-each	3 marks
	Professional Qualifications (5 marks) Academic qualification (at least a degree in statistics or economics or business from a recognized university): <i>(Provide copies of CVs and Certificates for all proposed staff for this services)</i>	Lead Consultant	Masters Degree Diploma	2 marks 1 marks 0.5 marks	1 mark
		Key personal (2 key staff)	Masters Degree Diploma	1.5marks -each 1 mark-each 0.5marks-each	2 marks

	Human Resources (number of staff available) (2 marks)	A staff capacity of at least five (5) permanent employees with relevant experience	<2 staff 2 – 5 staff ≥ 5 staff	0.5 marks 1 marks 2 marks	1 mark
	2. Technical Proposal (30marks)				
	Understanding and interpretations of terms of references (10marks) (Main/Major criteria)*		Coverage Scope of work Deliverables	3marks 4marks 3marks	10marks
	Suitability of the methodology (15marks) (Main/Major criteria)*	The proposed methodology for addressing each objective (EACC Guidelines)	Sampling and proposed sample size (4marks) Survey Instruments (8marks) Likert scale questions (3marks)	15marks	15marks
	Time and activity schedule (5marks) (Main/Major criteria)*	Activity schedule	< 3 months ≥ 3 months	5marks 0marks	5 marks
	3. Comprehensive understanding of key				

	aspects, in particular, stratification and analysis of survey data (10 marks)				
	Previous experience in conducting corruption perception surveys (5 marks)	Experience conducting similar surveys (attach recommendation letters from previous clients supported by contracts and Local service orders)	<2 year 2 – 5 years ≥ 5 years	1marks 2marks 5 marks	2 marks
	Previous experience in using stratified sampling in countrywide surveys and analysis of survey data (5 marks) . Stratification is key in achieving the intended coverage and representativeness of groups based on regions, departments, stations, sectors, associations and clubs	experience in using stratified sampling and analysis of survey data (attach recommendation letters from previous clients supported by contracts and Local service orders)	<2 year 2 – 5 years ≥ 5 years	1 marks 2 marks 5 marks	2 marks
	TOTAL SCORE			70 marks	52 marks

Financials/costs (30%).			$30\% \times \left(1 - \frac{(EB-LB)}{(HB-LB)}\right)$
<p><i>Award shall be to the bidder with the highest combined score.</i></p> <p>EB – is the bidder being evaluated, LB - is the lowest bidder & HB - is the highest bidder NB: (Main criteria)* == A bidder who fails to secure the minimum score in the main/Major criteria will not be evaluated further. (Evaluation is terminated at that point)</p> <p><u>Commencement Date and Time Frame.</u></p> <p>The proposed commencement date is December 2019. The overall consultancy period is expected to last for a maximum period of 4 months</p>			

**SECTION III: - TERMS OF REFERENCE FOR;
PROVISION OF CONSULTANCY SERVICES FOR CORRUPTION
PERCEPTION SURVEY**

1. About Kenya Revenue Authority

The Kenya Revenue Authority was established by an Act of Parliament (Cap 469) on 1st July 1995 as a central body for the assessment and collection of revenue, for the administration and enforcement of the laws relating to revenue and to provide for connected purposes.

In particular, the functions of the Authority are: -

- To assess, collect and account for all revenues in accordance with specific laws set out in the first part of the First Schedule and the revenue provisions of the second part of the First Schedule¹,
- To advise on matters relating to the administration of, and collection of revenue under the written laws or the specified provisions of the written laws.
- To perform such other functions in relation to revenue as the Minister (for Finance) may direct.

2. The Organizational Governance and Management

KRA governance and management structure is organized as per the recommended international best practice for Semi-Autonomous Revenue Authorities (SARAs). An independent Board of Directors is the governing body as set out in the KRA Act Cap (469). The Board of Directors is responsible for the review and approval of policies and monitoring the functions of KRA. The day to day management of the Authority is the responsibility of the Commissioner-General, assisted by Revenue and Support Commissioners and other departmental heads who include:

- i. Commissioner, Customs and Border Control (C&BC),
 - ii. Commissioner, Domestic Taxes Department (DTD),
 - iii. Commissioner, Investigations, and Enforcement (I&E),
 - iv. Commissioner, Intelligence and Strategic Operations (I&SO),
 - v. Commissioner, Strategy, Innovation and Risk Management (SIRM),
 - vi. Commissioner, Legal Services & Board Coordination (LSBC) and
-

- vii. Commissioner, Corporate Support Services Department (CSSD).
- viii. Deputy Commissioner, Internal Audit
- ix. Deputy Commissioner, Marketing and Communication
- x. Deputy Commissioner, Transformation Leadership Office
- xi. Head, Kenya School of Revenue Administration

In addition, KRA has 7 Regional Offices, namely Southern Region (headquartered in Mombasa), Central Region (headquartered in Nyeri), North Rift Region (headquartered in Eldoret), South Rift Region (headquartered in Nakuru), Western Region (headquartered in Kisumu), and Northern Region (headquartered in Embu) which are headed by regional coordinators and Nairobi region. There are a number of tax service offices (TSOs) under each of the 7 regions headed by TSO managers.

The Authority has a functional-based structure. This structure provides for a single point of access for taxpayer inquiries, common registration function, unique identification numbers for each taxpayer, a single accounting framework, enforcement and audit across taxes, dedicated information processing operations, and common support functions.

3. Background to the survey

Over the period of 1995/1996 to 2018/19, tax revenue collection has been on an upward trend. Revenue collection rose from Kshs. 122 billion in 1995/96 to Kshs. 1,580 billion in 2018/19. Hence, revenues have grown by an annual average of 11.8 percent over this period. This strong revenue performance has been matched by improvements in customer service, primarily driven by initiatives in automation, integrity and enhancing professionalism in service delivery.

A key focus area of KRA is to build trust through facilitation so as to foster Compliance with Tax and Customs Legislation. This will be facilitated by trustworthy, ethical, competent and helpful staff. Our focus on the integrity front is to move from an environment where integrity is assured through programmes (enforcement) to one where ethical values are lived and seen to be lived values. This will ensure that we meet the requirements of the Leadership and Integrity Act, 2012, which requires us to carry out our duties in a way that maintains public confidence in the integrity of the office. This requires that KRA moves to level 5 (zero tolerance to

corruption) which requires internal controls to mitigate corruption and their effectiveness constantly reviewed.

In the Seventh Corporate Plan, KRA has outlined a specific chapter to deal with integrity which aims at improving the public confidence in KRAs integrity, professional competence, and service orientation. The specific target in the 7th corporate plan is to reduce various corruption indices which include: corruption magnitude/spread index, corruption pressure index, corruption practice index, corruption expectation index and the overall corruption index. This will require an improvement rate above that achieved over the past 3 years. KRA will utilize all the options identified above to achieve this goal and implement the following initiatives:

- i) Creation of awareness for the stakeholders
- ii) Efficient inter-agency collaboration in the fight against corruption
- iii) Corruption-related audits
- iv) Staff investigation
- v) System reviews and automation

An external survey conducted in 2016/17 revealed that the overall corruption perception index reduced significantly from 52.7% in 2014 to 32% in 2017, an improvement of 20.7% and increased to 47% in a survey conducted in 2018/2019 financial year. On the other hand, the overall employee corruption index reduced significantly by 20.71% from 50.71% in 2014 to 30% in 2019. In addition, East Africa Bribery index (EABI) computed by Transparency International (TI) indicated that the aggregate composite index on tax sector reduced to 12.9% in 2017 from 23.1% in 2014, a reduction of 10.2%. Further, SDG 16 requires us to become an accountable, effective and transparent institution, and to reduce **corruption and bribery** which forms a priority for KRA. This calls for the need to conduct a corruption perception survey to assess the level of corruption perception and evaluate the impact of the initiatives undertaken to enhance integrity in KRA.

The purpose of engaging a consultant is to undertake a corruption perception survey. The survey aims at establishing the current corruption perception levels, to enable the Authority progressively monitor trends and emerging issues as well as evaluate the effectiveness of interventions in place. The survey is expected to gather citizens' and/or KRA employees' views, opinions and expectations of what is doing and how KRA could improve on service delivery.

4. The objective of the survey

The main objective of the survey is to establish taxpayers' perception of the current levels of corruption in KRA.

Specifically, the survey should:

- i. Determine the quality of service delivery as perceived by taxpayers and staff,
- ii. Compute a composite measure of corruption perception and use it to determine the overall rating of the current level of perceived corruption,
- iii. Establish the forms and extent of corruption prevalence in KRA,
- iv. Identify gaps in service delivery bringing about perceived corruption,
- v. Identify corruption risk areas as perceived by KRA's stakeholder,
- vi. Determine adherence to core values, and
- vii. Propose measures to eradicate /reduce corruption.

5. Coverage of the Survey

This survey will cover all the KRA regions (border stations and TSOs) encompassing:

- (a) taxpayers (corporate and individuals) who have interacted with KRA offices
- (b) KRA staff members across the country.

The survey will focus on representative samples of taxpayers drawn from different sectors as per the following categories: corporate taxpayers, associations, government ministries and agencies, county governments, audit & tax consultancy firms and individual taxpayers.

6. The current situation with regards to Corruption Perception Surveys

Over the past years, KRA has conducted a number of Corruption perception surveys to establish the levels of perceived corruption of its staff. The corruption perception survey conducted in 2016/17 revealed that the overall corruption index reduced from 52.73% in 2013/14 to 32% in the year 2016/17. The overall corruption index, however, increased to 47% in 2018/19 financial year. It is expected that the consultant once onboard will review surveys previously carried out to build on the existing information and body of knowledge.

7. Scope of the work

The specific tasks to be undertaken by the consultant shall include but not limited to:

- i. Review previous surveys and other necessary documents
- ii. Prepare an inception report summarizing information needs, the methodology to be used and work schedule for the field visits
- iii. Design and develop all the required survey tools and instruments in line with the EACC Corruption Perception Survey guidelines.
- iv. Demonstrate how data will be collected including the sampling framework, data sources and survey tools such as questionnaires.
- v. Pretesting the questionnaires.
- vi. Plan, design and implement training of enumerators and supervisors in agreement with KRA.
- vii. Undertake all the fieldwork
- viii. Plan, coordinate and facilitate all the focus group meetings and discussions
- ix. Design and develop data entry plan, and ensure its implementation.
- x. Data analysis.
- xi. Prepare and submit a draft report, and discussing the same with KRA for comments. The report should be comprehensive and outline detailed specific findings and recommendations for each specific objective.
- xii. Preparation and presentations of summarized and detailed final report incorporating comments.
- xiii. Presentation of the findings to different stakeholders in KRA.
- xiv. Overall recommendation emanating from the survey – analysis of the different groups and areas of synergy or quick wins.

9. Guidelines on Methodology and Research Tools

The consultant is expected to develop and apply an appropriate methodology that adheres to EACC guidelines for conducting Corruption Perception Surveys. The guidelines prescribe that the following methodology and research tools be employed during the survey:

1. The data should be collected from different categories of taxpayers, staff, and management.
2. Develop adequate instruments to capture information on all the key aspects of the survey. The survey instrument must include questions on:
 - a. Were you satisfied with the services offered?
 - b. Service satisfaction

- i. How long did it take to be served? (Minutes)
- ii. Were you satisfied with the time you spent to obtain the service?
- c. What are your expectation next year in corruption levels?
- d. How much pressure was exerted on you by public officers in this department of KRA to engage in corruption?
- e. In your own assessment, how widespread is corruption among the following groups (categories of employees) in KRA?

Similarly, the consultant will compute the following corruption perception indices: -

1. Corruption Practices Index

- a. Were you satisfied with the service that you were given in this department?

Very satisfied (0)

Satisfied (1)

Moderately Satisfied (2)

Not Satisfied (3)

Don't Know

2. Corruption Pressure Index

- a. How much pressure was exerted on you by the public officers of this department to engage in corruption?

A lot of pressure (3)

A fair amount of pressure (2)

A little pressure (1)

No pressure at all

3. The spread of corruption Index

- a. In your own assessment, how widespread is corruption among the following groups (categories of employees) in this department?

Almost all state officials are involved in it (3)

Most state officials are involved in it (2)

Only a few state officials are involved in it (1)

Hardly any state officials are involved in it (0)

Don't Know/Not Applicable

4. Expectation about the future of Corruption Index

- a. What are your expectations next year in corruption levels?

Very high (3)

Moderate (2)
Low (1)
No corruption (0)
Don't know

Each of the four indices should be standardized to 10.

Ensure that the respondents for this survey are sampled appropriately to ensure consistency, diversity, and transparency. The sample should focus on respondents from different sectors, professional associations, financial institutions, government ministries and agencies, audit and tax consultancy firms and KRA staff members.

10. Deliverables

The consultant is expected to produce:

- i. Final and completed questionnaires.
- ii. Data entry plan and codebook
- iii. A complete dataset in excel and either SPSS or Stata
- iv. Four (4) printed copies and two (2) electronic copies of a comprehensive report in English
- v. Any other information forming part of the report

All data and information shall be treated as confidential and shall not without written permission of KRA be made available to any third party. Consultant shall undertake not to disclose any information or part of the report to third parties without the written permission of KRA. All documents, data, and information shall be returned to KRA upon completion of each survey.

11. Consultant Experience

11.1. Qualification

11.1.1. Firm

- Registered and have at least five (5) years' proven experience in conducting surveys.
- At least five (5) years' proven experience in conducting surveys for government, government agencies or non-governmental organizations in Kenya.
- Staff capacity of at least five (5) permanent employees with relevant experience

- Conducted at least two similar survey for government, government agencies or non-governmental organizations in Kenya
- Demonstrate the ability to fund the survey
- Tax compliant.

11.1.2. Lead Consultant

- A minimum of a masters' degree in statistics or economics or any other social sciences from a recognized university.
- At least five (5) years post-qualification experience in conducting surveys.
- Experience in collection, entry, and analysis of survey data.
- Previous experience in sampling procedures and analysis of survey data.
- Ability to produce clear, concise and high-quality reports.
- Strong interpersonal and communication skills.
- Tax compliant.

At least two (2) other key personnel should have a minimum of three (3) years post-qualification experience in conducting surveys and data analysis.

All bids must contain:

- a) the profile of the firm,
- b) A CV of the lead consultant and at least two (2) other key personnel who have worked for the company for at least three years,
- c) staff establishment and the number of years each staff have worked with the company,
- d) evidence of ability to finance the survey,
- e) reports produced for similar work undertaken in the past two years (include client names and their contacts), and
- f) A technical proposal detailing the consultant's understanding of the TOR, the proposed methodology for conducting the surveys, proposed sample, and distribution, time and activity schedule.

SECTION IV: TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

- 4.1 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.
- 4.2 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.
- 4.3** The Technical proposal and the financial proposal shall be combined.
- 4.4 The technical proposal shall contain the following:-
- i. Certificate of incorporation (Mandatory).
 - ii. Reference Letters from the Bank (Mandatory).
 - iii. Valid Tax Compliance Certificate (Mandatory).
 - iv. Duly Completed, Stamped and Signed Confidential Business Questionnaire (Mandatory).
 - v. Power of Attorney- Sole proprietor exempted where applicable. (Mandatory).
 - vi. Capability statement
 - vii. Submission letter
 - viii. Particulars of the consultant firm or consultant including Curriculum vitae (CV).
 - ix. Comments and suggestions of the consultant on the terms of reference, personnel, facility and other requirements to be provided by the procuring entity.
 - x. Description of the methodology and work plan/ execution plan for performing the assignment.
 - xi. Any proposed staff to assist in the assignment
 - xii. Consultancy services activities times' schedule.
 - xiii. Technical & Financial Proposal
 - xiv. Reference for previous similar works- Written and certified References from at least three (3) existing current clients + Telephone & email addresses. The Authority may verify with the reference sites.

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.

S/N	ITEM DESCRIPTION	
1.	Copy of valid Tax Compliance Certificate	MANDATORY
2.	Certificate of Registration or Incorporation	
3.	Power of Attorney (Sole Proprietors Exempted)	
5.	Letter from the bank indicating that the firm is currently operating an account (Valid for the last	
6.	Dully filled, signed and stamped Confidential	
7	Duly filled signed and stamped financial proposal submission form	

B. TECHNICAL EVALUATION CRITERIA (52 marks)

Technical evaluation will be in accordance with Appendix to Information to Consultants (ITC) Section 2.3.3.

C. OVERALL TENDER EVALUATION CRITERIA

The tender evaluation criteria is weighted as follows; -

Criteria	Maximum Score	Cut off score
Tender Responsiveness	Mandatory	Mandatory
Weighted Technical Evaluation	70	52
Financial Evaluation	$30\% \times \left(1 - \frac{(EB-LB)}{(HB-LB)} \right)$ <p>EB – is the bidder being evaluated, LB - is the lowest bidder & HB - is the highest bidder</p> <p><i>Award shall be to the bidder with the highest combined score</i></p>	

SECTION V- TECHNICAL PROPOSAL

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1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____ Date]

To: _____ [Name and address of Client]

Ladies/Gentlemen:

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

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

We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal submitted as one document submitted to the notes and attachments section.

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 Five (5) 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 in Kenya shillings.
Name of Associated Consultants. If any:		No of Months of Professional

	Staff provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:	
Narrative Description of project:	
Description of Actual Services (Title of Positions Recruited) Provided:	

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 VI: - 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. Breakdown of reimbursable costs/expenses per activity
- v. Miscellaneous expenses
- vi. 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.

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

FINANCIAL PROPOSAL STANDARD FORMS

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1. FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

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

We remain,

Yours sincerely,

_____ *[Authorized Signature]*

:

_____ *[Name and Title of Signatory]:*

_____ *[Name of Firm]*

_____ *[Address]*

2. SUMMARY OF COSTS

Costs	Currency in Kshs.	Amount(s)
Subtotal		
Taxes		
Total Amount of Financial Proposal for One(1) year		_____
Total Amount of financial proposal for Three(3) years		_____
<p>**Kindly give a breakdown of the line items adding up to the total amount of the Financial Proposal.</p>		

3. BREAKDOWN OF PRICE PER ACTIVITY

Activity NO.: _____	Description: _____
Price Component	Amount(s)
Remuneration Reimbursable Miscellaneous Expenses Subtotal	_____

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____				
Name: _____				
Names	Position	Input (Staff months, days or hours as appropriate)	Remuneration Rate	Amount (Kshs.)
Regular staff				
(i)				
(ii)				
Consultants				
(i)				
(ii)				
Grand Total				

5. REIMBURSABLES PER ACTIVITY

Activity No: _____

Name: _____

No.	Description	Unit	Quantity	Unit Price (Kshs.)	Total Amount (Kshs.)
1.	Air travel	Trip			
2	Road travel	Kms			
3.	Rail travel	Kms			
4.	Subsistence Allowance	Day			
	Grand Total				_____

6. MISCELLANEOUS EXPENSES

Activity No. _____ **Activity Name:** _____

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

SECTION VI: STANDARD FORMS
CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

Part 1 – General							
1.1	Business Name						
1.2	Location of Business Premises.						
1.3	Plot No..... Street/Road Postal Address Tel No. Fax E mail						
1.4	Nature of Business,						
1.5	Registration Certificate No.						
1.6	Maximum Value of Business which you can handle at any one time – USD.....						
1.7	Name of your Bankers Branch						
Part 2 (a) – Sole Proprietor							
2a.1	Your Name in Full Age						
2a.2	Nationality Country of Origin Citizenship Details						
Part 2 (b) Partnership							
2b.1	Given details of Partners as follows:						
2b.2	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; width: 33%;"><u>Name</u></th> <th style="text-align: left; width: 33%;"><u>Nationality</u></th> <th style="text-align: left; width: 33%;"><u>Citizenship Details</u></th> </tr> </thead> <tbody> <tr> <td>1.....</td> <td></td> <td></td> </tr> </tbody> </table>	<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>	1.....		
<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>					
1.....							

.....
 2.....

 3.....

 4.....

Part 2 (c) – Registered Company

2c.1 Private or Public

2c.2 State the Nominal and Issued Capital of Company-
 Nominal USD
 Issued USD

2c.3 Given details of all Directors as follows

<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>
<u>Shares</u>		
1.....
.....
2.
.....
3.
.....
4.
.....
5
.....
.....

Part 3 – Eligibility Status

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

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

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

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

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

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

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

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

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

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

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

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

Date Signature of Candidate

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

REPUBLIC OF KENYA

STANDARD FORM OF CONTRACT

FOR

CONSULTING SERVICES

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

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Special Notes

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

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

CONTRACT FOR CONSULTANT'S SERVICES

Large Assignments (Lump-Sum Payments)

Between

[Name of the Client]

AND

[Name of the Consultant]

Dated: _____ *[date]*

FORM OF CONTRACT

Large Assignments (Lump-Sum Payments)

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

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

WHEREAS

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

NOW THEREFORE the Parties hereto hereby agree as follows:

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

- (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) The Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

For and on behalf of _____
[name of client]

[full name of Client's authorized representative]

[title] _____

[signature] _____

[date] _____

For and on behalf of _____ *[name of consultant]*

[full name of Consultant's authorized representative] _____

[title] _____

[signature] _____

[date] _____

GENERAL CONDITIONS OF CONTRACT

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 anything of value to influence the action of a public official in the selection process or in Contract execution.

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

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

2.6.2 By the Consultant

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

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

2.6.3 Payment Upon 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 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.
- 3.3 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 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 The Parties shall use their best efforts to settle

Settlement

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.

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

3.6(a) The amount is not in for this contract

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

6.4 3.6 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>

II. 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 description 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 have 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