



REQUEST FOR PROPOSALS

PROPOSAL NO: IPOA/RFP/01/2018-2019

CONSULTANCY SERVICES TO UNDERTAKE AN END TERM REVIEW OF THE STRATEGIC PLAN (2014-2018) AND DEVELOPMENT OF A STRATEGIC PLAN (2019-2024) FOR THE INDEPENDENT POLICING OVERSIGHT AUTHORITY

Dated: 11th December 2018

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INTRODUCTION

1. This Standard Request for Proposals (SRFP) has been prepared for use by public entities in Kenya in the procurement of consultancy services and selection of consultants.
2. The SRFP includes Standard form of Contract for Large Assignments and small assignments which are for lump sum or time based payments.
3. A separate SRFP has been provided for selection of individual professional consultants.
4. The General Conditions of Contract should not be modified and instead the Special Conditions of Contract should be used to reflect the unique circumstances of the particular assignment. Similarly the information to consultants should only be clarified or amended through the Appendix to information to Consultants.
5. This SRFP document shall be used where a shortlist of consultancy firms already exist or has been obtained through a shortlist after an advertisement of Expression of Interest for Consultancy required.

SECTION I - LETTER OF INVITATION

PROPOSAL NO: IPOA/RFP/01/2018-2019

TO: *(Name and Address of Consultants)*

Date: 11th DECEMBER, 2018

Dear Sir/Madam,

RE: CONSULTANCY TO UNDERTAKE AN END TERM REVIEW OF THE STRATEGIC PLAN (2014-2018) AND DEVELOPMENT OF A STRATEGIC PLAN (2019 - 2024) FOR THE INDEPENDENT POLICING OVERSIGHT AUTHORITY OF KENYA

1.1 The Independent Policing Oversight Authority (IPOA) invites proposals for Provision of Consultancy to undertake an end term review of the Strategic Plan (2014-2018) and development of a Strategic Plan (2019 - 2024) for the Independent Policing Oversight Authority of Kenya.

1.2 The request for proposals (RFP) includes the following documents:

Section I	-	Letter of invitation
Section II	-	Information to consultants
		Appendix to Consultants information
Section III	-	Terms of Reference
Section IV	-	Technical proposals
Section V	-	Financial proposal
Section VI	-	Standard Contract Form

1.3 Upon receipt, please inform us

- (a) that you have received the letter of invitation
- (b) whether or not you will submit a proposal for the assignment

Yours sincerely,

Mr. Maina Njoroge
Director/Chief Executive Officer

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SECTION II – INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

- 2.1.1 The Client named in the Appendix to “ITC” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.
- 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. A 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 as is the case with consulting services. 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.
- 2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand 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 official named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 The Procuring entity will provide the inputs specified in the Appendix “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2.1.6 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate.
- 2.1.7 The price to be charged for the tender document shall not exceed **Kshs. 1,000/=**
- 2.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.2 Clarification and Amendment of RFP Documents

- 2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail or electronic mail to the Client's address indicated in the Appendix "ITC". The Client will respond by paper mail or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.
- 2.2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail 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 Consultants proposal shall be written in English.
- 2.3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 2.3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:
- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
 - (ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.
 - (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
 - (iv) Proposed professional staff must have a minimum experience as indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.

- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

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

- (i) A brief description of the organizational structure 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 worked for the firm/entity and degree of responsibility held in various assignments.
- (vi) Estimates of the total staff input (professional and support staff-time) needed to carry out the assignment showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of sensitization; Appendix "A" specifies sensitization, 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 D). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field

and at headquarters), and; (b) reimbursable expenses, transportation, services and equipment, printing of documents, surveys, and sensitization. These costs should be broken down by activity.

- 2.4.2 The Financial Proposal should clearly identify separately, the amounts applicable as local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix "A" 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 shall remain valid for 120 days after the submission date. During this period, the consultant is expected to make available, the professional staff proposed for the assignment at own cost. 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 and Financial Proposals) see para. 1.2 shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.
- 2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix "A". Each Technical Proposal and Financial Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 2.5.3 The original and all copies of the Technical Proposal shall be sealed in an envelope clearly marked "**TECHNICAL PROPOSAL.**" The original and all copies of the Financial Proposal shall also be in a sealed envelope clearly marked

“FINANCIAL PROPOSAL.” The envelopes shall be clearly and prominently marked: **WARNING: “DO NOT OPEN”.** Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix “ITC” and be clearly marked, **“DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.”**

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

2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

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, 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.

2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

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:-

Technical Evaluation Criteria is as follows:-							
	S/NO	CRITERIA	RATING	SUB-CRITERIA		RATING	
2.7.2	1.	Specific experience of the consultant related to the assignment	15	At least 8 years of experience in developing strategic plans		5	
				Has undertaken at least five (5) similar works of comparable size and magnitude for organizations in the public sector in the last five years		5	
				Have a thorough understanding of national security sector developments and Police reforms in Kenya as demonstrated in his CV.		5	
	2.	Adequacy of the proposed work plan and methodology in responding to the terms of reference	60	Technical Approach and methodology	Understand current trends in policing		10
					Understands strategic planning in public sector		10
					Deliver within the stipulated timelines using innovative approaches		10
				Detailed Work plan	Work plan responds well to the TOR		10
					Timing and duration of all activities are appropriate and consistent with the assignment output		5
					Interrelation between activities is realistic and consistent with proposed approach and methodology		5
				Organization and staffing	Detailed and complete organizational chart and staffing schedule		5
					Definition of duties and responsibilities are very clear		5
3.	Qualifications and competence of the key staff for the assignment	25	Experience in report writing and presentation skills as demonstrated in previous engagements		5		
			Excellent interpersonal, negotiation and communication skills as demonstrated in previous engagements		4		
			Result-oriented, a team player, exhibiting high levels of enthusiasm, tact, diplomacy and integrity as demonstrated in previous engagements		4		
			Experience in interacting with Government and development partners as demonstrated in previous engagements		4		
			Experience in facilitation of various stakeholder engagements/workshop as demonstrated in previous engagements		4		
			General qualifications (education, length of experience, types of position held, length of service with the consultant).		4		
4.							
5.							

Each responsive proposal will be given a technical score (**St**). A proposal shall be rejected at this stage if it does not respond to important aspects of the 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 shall notify consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter or electronic mail.
- 2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 2.8.3 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.
- 2.8.4 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.

2.8.5 The formulae for determining the Financial Score (**Sf**) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:-

Sf = 100 X 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 (**St**) and financial (**Sf**) scores using the weights (**T=the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + p = 1**) indicated in the Appendix.

The combined technical and financial score, **S**, is calculated as follows: - **S = Sf x T % + Sf x P %**. The firm achieving the highest combined technical and financial score will be invited for negotiations.

2.8.5	The formulae for determining the Financial Score (Sf) shall be: Sf = 100 X 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.
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2.8.6 The tender evaluation committee shall evaluate the tender within 30 days of from the date of opening the tender.

2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).

2.8.8 Where contract price variation is allowed, the variation shall not exceed 15% of the original contract price.

2.8.9 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 (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 schedule of 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 define 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 negotiate 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.

2.9.7 The assignment is expected to commence **immediately** after award of contract and the venue is IPOA Offices.

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 "A".

2.10.3 The parties to the contract shall have it signed within 21 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 the contract is awarded 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 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 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

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

and to consultants and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the information to consultants.

Appendix A: Clause Reference

Reference							
1.1	The name of the Client is: Independent Policing Oversight Authority						
2.1.1	The method of selection is: Quality and Cost Based Selection (QCBS)						
2.1.2	Technical and Financial Proposals are requested: Yes Consultancy Services to undertake an end term review of the strategic plan (2014 - 2018) and development of a strategic plan (2019 - 2024) for the Independent Policing Oversight Authority of Kenya.						
2.1.4	The Client will provide the Relevant data and reports.						
5.0	The minimum required experience of proposed professional staff is:						
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Title</th> <th style="width: 30%;">Number of years of professional experience,</th> <th style="width: 50%;">Specific expertise</th> </tr> </thead> <tbody> <tr> <td>Lead Consultant</td> <td style="text-align: center;">8</td> <td>Minimum of Master's Degree in Strategic Management, Economics, Project Planning or a related qualification from a recognized institution. Other qualifications will be considered an added advantage.</td> </tr> </tbody> </table>	Title	Number of years of professional experience,	Specific expertise	Lead Consultant	8	Minimum of Master's Degree in Strategic Management, Economics, Project Planning or a related qualification from a recognized institution. Other qualifications will be considered an added advantage.
Title	Number of years of professional experience,	Specific expertise					
Lead Consultant	8	Minimum of Master's Degree in Strategic Management, Economics, Project Planning or a related qualification from a recognized institution. Other qualifications will be considered an added advantage.					
2.3.4	Sensitization is a specific component of this assignment: YES						
1.7	Taxes: Quoted Price to be inclusive of all taxes						
2.5.2	Consultants must submit an original and 1 copy of each proposal						
2.5.3	<p>The proposal submission address is:</p> <p style="text-align: center;">The Chief Executive Officer, IPOA, 2nd Floor ACK Garden Annex Towers- 1st Ngong Avenue P.O. BOX 23035 – 00100, NAIROBI, KENYA.</p> <p>Information on the outer envelope should also include: The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "FINANCIAL PROPOSAL" and warning: "DO NOT OPEN WITH THE TECHNICAL PROPOSAL".</p>						
	Proposals must be submitted no later than the following date and time: 12.00 noon, 2nd Jan 2019						
	The address to send information to the Client is: info@ipoa.go.ke						
	The minimum technical score required to pass: 70 marks						
	<p>Alternative formulae for determining the financial scores is the following:</p> <p>NOTE: The weights given to the Technical and Financial Proposals are:</p> <p style="margin-left: 40px;">T= 0.70</p> <p style="margin-left: 40px;">P= 0.30</p>						

Appendix B: Evaluation Criteria

IPOA shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference.

- A. Specific experience of the consultant related to the assignment
 - i. Firm's Experience in preparation of Strategic Plans.
 - ii. Firm's Experience with public sector.
 - iii. Firm's Experience in the policing/police oversight and other security sector.
- B. Adequacy of the proposed work plan and methodology in responding to the terms of reference.
- C. Qualifications and competence of the key staff for the assignment.

1. Mandatory Tender Requirement

MANDATORY REQUIREMENT		
REQUIREMENT		COMPLIED
MR1	Copy of Certificate of Incorporation / Registration	Mandatory
MR2	Copy of a Valid Tax Compliance Certificate	Mandatory
MR3	Certified Audited Financial Statements for the last 3 Consecutive years	Mandatory
MR4	Must provide a Contact address: Physical, Postal, Telephone and Email address of the Firm	Mandatory
MR5	Duly filled Confidential Business Questionnaire	Mandatory
MR6	Duly filled Integrity Pact Form	Mandatory
MR7	Valid Business Permit	Mandatory

NB: Only bidders meeting the mandatory requirement will proceed to Technical Evaluation.

2. Technical Evaluation Criteria

Notes on Technical evaluation criteria:

When responding to the Tender Document, the Consultant should note the following:

- i. Only firms attaining over **70%** of score (**St**) during Technical Evaluation will proceed to Financial Evaluation;
- ii. Consultant should provide details of company experience and that of the nominated personnel separately in format given in the tender document;
- iii. Information will be given in the formats shown in Section 3 of the **RFP Document**.

3. Evaluation of Financial Proposal

When responding to the Tender Document, the Bidder should note the following:

- i. Pricing should only be based on the professional services provided and any facilities and services required thereof;
- ii. Pricing must be inclusive of all taxes and quoted in Kenya Shillings.
- iii. The Consultant shall bear the cost of reports, related to the consultancy.

iv. Financial Evaluation shall be according to the formula below.

Formula for Financial Evaluation

The financial score (Sf), for each bidder will be determined based on the lowest financial bid as follows;

$$\mathbf{Sf = 100 \times Fm / F}$$

Where:

Sf = Financial Score

F = Financial Bid of the Bidder under consideration.

Fm = Lowest Financial Bid.

The Combined Score (**S**) will be calculated as follows:

$$\mathbf{S = (Sf \times TP) + (Sf \times FP)}$$

Where:

$$\mathbf{TP = 0.70 \quad FP = 0.30}$$

The tender will be awarded to the bidder with the highest Score (S)

SECTION III: - TERMS OF REFERENCE

CONSULTANCY TO UNDERTAKE AN END TERM REVIEW OF THE STRATEGIC PLAN (2014 - 2018) AND DEVELOPMENT OF A STRATEGIC PLAN (2019 - 2024) FOR THE INDEPENDENT POLICING OVERSIGHT AUTHORITY

1. Background

IPOA is established under the IPOA Act No. 35 of November 2011, to provide civilian oversight over the National Police Service, including to hold police accountable to the public in the performance of their functions and to give effect to Article 244 of the Constitution that dictates that police shall strive for professionalism and discipline.

The confines of the Authority's service delivery are further guided by its mandate and functions as outlined in the IPOA Act. This includes; Conducting Investigations on Police Misconduct; carrying out Inspections of Police Premises; Monitoring and Investigating Policing Operations; Monitoring, Reviewing and Auditing Investigations and actions taken by the Internal Affairs Unit (IAU); making recommendations to the National Police Service (NPS) or any other State organ. To effectively deliver on its Mandate, the Authority developed its first Strategic Plan in June 2014 which was launched on 11th September 2014. The Plan served as a road map in guiding the respective undertakings of the Authority towards the envisaged outcomes. IPOA undertook a mid-term review of the Strategic Plan in 2016. This was aimed at identifying challenges and outlining the corrective actions to ensure that implementation of the strategic plan was on track to achieve maximum results by the time of its completion. Being a 5-year Strategic Plan (2014-2018), there is need to undertake an End-term Review to analyze IPOA's past performance, achievements and challenges for purposes of drawing lessons and inform the next strategic plan (2019-2024).

2. Objectives of the consultancy

The objective of the assignment is to undertake a review of IPOA's Strategic plan (2014-2018), review national, sectoral, international, policy, legal and development plan documents and develop the 2019-2024 strategic plan for the Authority.

In carrying out the end term review of the 2014-2018 Strategic Plan and development of a new Strategic Plan 2019-2024, the consultant will be required:

- I. To review the extent of achievement of the goals and objectives of the Strategic Plan 2014-2018 and identify key lessons learned by the Authority in implementing this plan;

- II. To coordinate the process of envisioning a strategic direction, collating and reviewing information and content necessary for the preparation and successful completion of the IPOA Strategic Plan for the period 2019-2024;
- III. To develop a Strategic Plan for the Authority covering the 2019/20 – 2023/24 financial years;
- IV. To ensure successful completion, validation by the stakeholders, staff, management and approval by the Board and dissemination of the Strategic Plan.

In pursuit of these objectives, the Consultant will be expected to demonstrate deep familiarity with best practices and performance bench-marks for development of Strategic Plans, particularly for public sector organizations.

3. SCOPE OF WORK

3.1 Study and review of existing reports.

The Consultant will be expected to study and fully familiarize with the various existing policies and other planning documents related to policing oversight, national security and democratic policing. The documents include but not limited to;

- i. The Kenyan Constitution, IPOA Act, NPS Act, NPSC Act and other relevant policing laws;
- ii. Strategic Plan for the period 2014-2018;
- iii. Board end term report - 2018;
- iv. Key findings and recommendations of the mid-term review of the current Strategic Plan;
- v. Police reform documents;
- vi. IPOA bi - annual, annual and progress reports;
- vii. Benchmarking reports from South Africa and UK;
- viii. External and internal audit reports;
- ix. IPOA manuals;
- x. IPOA Annual Work plans, 2014-2018;
- xi. Enterprise Risk Management Framework (ERM) and Performance Management Framework (PMF)
- xii. Relevant circulars.

3.2 End-Term Review of IPOA Strategic Plan (2014-2018).

In Reviewing of Past Achievements, the consultant will be expected to conduct a full assessment of the extent of implementation of the previous strategies and particularly the achievement of the goals and objectives of the Strategic Plan (2014-2018). The assessment should also include drawbacks, performance gaps, challenges and lessons learnt in the course of the strategy implementation.

3.3 Development of IPOA Strategic Plan (2019-2024)

The Consultant shall draft the Strategic Plan and undertake interactive reviews with various stakeholders, as may be required, until the final copy is approved by the

Independent Policing Oversight Board. The Strategic Plan should include, but not limited to;

- i. IPOA Corporate vision, mission, core values and over-arching Approach;
- ii. Target population and geographic focus;
- iii. Key thematic areas and cross cutting issues;
- iv. Strategic Objectives aims and goals;
- v. Institutional structure and culture;
- vi. Governance and leadership;
- vii. Technology and innovation;
- viii. Quality assurance and risk management;
- ix. Communication and knowledge management;
- x. Financing plan/resource mobilization and organizational sustainability.
- xi. Monitoring and Evaluation Framework.

3.4 Environmental Review.

The Consultant shall undertake a comprehensive review of the implications and impact of the global, regional and national development challenges and opportunities in the context of the core mandate and functions of IPOA. This shall include establishment of the role of IPOA in National Development Agenda, the new Constitution, Vision 2030, Government “Big 4” development priorities as well as other national development policies. To this end therefore, the Consultant shall undertake a current situation analysis and environmental scan using various tools that would allow comprehensive and detailed documentation of the process and outcomes. These may include but not limited to:

3.4.1 SWOT analysis; the consultant shall identify the internal strengths and weaknesses as well as external threats and opportunities of the Authority.

3.4.2 PESTEL analysis; the consultant shall conduct a comprehensive assessment of the environmental forces and other dynamics that could pose threats or accord opportunities to the Authority in pursuit of achievement of its objectives.

3.4.3 Gap analysis; the consultant shall also conduct a gap analysis and propose means of addressing them.

3.4.4 Risk assessment; Further the consultant shall conduct a risk assessment and prescribe mitigation measures;

3.4.5 Stakeholder analysis In addition the consultant shall conduct a stakeholder’s analysis; clearly defining roles, power and relationships of each stakeholder as well as establishing measures and approaches to overcome threats, challenges and internal weaknesses.

3.5 Strategy formulation.

The Consultant shall spearhead the strategy formulation process including moderating discussions for defining articulate vision and mission statement and core values for the Authority. The process shall also include facilitation and moderation of the process for

identifying thematic areas and strategic issues of the Plan as well as articulating the strategic objectives, strategies and the corresponding activities to be undertaken during the plan period.

3.6 Conducting Workshops and Participating in Meetings.

The Consultant will be required to hold consultative and validation meetings from time to time with the Board, Senior Management, Departmental heads and Staff members of the Authority in all the 8 regional offices including the Head Office with a view to enhancing knowledge and understanding of the mandate and functions as well as the general strategic direction of the Authority.

Further, the Consultant will be required to organize and conduct workshops and forums for various key stakeholders to gather information on key issues that require strategic focus and formulate strategies that would suitably address them. The key stakeholders to be consulted include but not limited to; Ministry of Interior, Development Partners, Civil Society Organizations, NPS, NPSC, Key Private Sector Organizations, Academic Institutions and Religious Institutions.

3.7 Risk Assessment and Management:

The Consultant will be expected to identify risks that could impinge on implementation of the Strategic Plan and prescribe mitigation measures and strategies for acceptance, avoidance, limitation and transfer of risks so identified. In addition, the Consultant shall be required to comprehensively document the assumptions underlying the development of the Plan especially the basic predicates of success of the implement plan. Thus the consultant will be required to review the existing Risk Management Framework as documented by the Risk and Audit Department and approved by the Board and align the identified risks to the objectives of the new Strategic Plan 2019-2024.

3.8 Development of an Implementation Plan/Matrix:

The consultant shall develop a comprehensive and well defined implementation framework/Matrix which will form the basis of all the activities to be carried out in order to realize the goals and objectives of the Strategic Plan. The implementation plan shall include: schedule of activities proposed for implementation; time lines for implementing the strategic plan activities, measurable outputs of each activity and aspired outcomes of the strategic objectives and impact; statement of responsibility and accountability of the plan activities; and the financial and other resources required for overseeing the entire implementation process.

3.9 Development of a Monitoring and Evaluation plan:

The consultant shall develop effective Monitoring and Evaluation plan with the Authority's goal, outcomes, key outputs and activities embedded to their key performance indicators. The consultant shall use a logical framework approach in developing the M&E plan.

4.0 DELIVERABLES

In the course of undertaking this consultancy, the Consultant shall be required to deliver various outputs and deliverables in accordance with obligations as provisioned in the schedule of deliverables as jointly agreed upon with the Authority. The deliverables shall conform and adhere to strategic management best practices. To this end, the Consultant shall provide the following deliverables in a timely manner as shall be prescribed in **Annexure (s)**.

- i. **Inception report:** The inception report shall include the consultant's interpretation of the terms of reference, a refined approach and methodology of undertaking the exercise, revised work plan and a detailed deliverables plan with timelines (Annexure 1) as well as record of negotiated revision of the terms of the reference, if any. This report shall be submitted in duo **(2)** within 1 week of commencement of services.
- ii. **Authority Performance Assessment Report (Strategic Plan End Term Review Report):** The consultant shall prepare a report on the assessment of performance of the Authority during the previous Strategic Plan period (2014-2018). The report should include details of lessons learnt during the implementation of the previous Strategic Plan which shall be used to improve the implementation of the proposed Strategic Plan. A hard copy of the report shall be submitted within two **(2)** weeks.
- iii. **Stakeholder Consultation Reports:** The Consultant shall attend and facilitate meetings, workshops and other stakeholder fora convened for the purposes of developing the Strategic Plan. A record of the deliberations, attendance registers, invitation letters proposals, decisions made and the outcomes of these events shall constitute the stakeholders consultation reports.
- iv. **First Draft Strategic Plan:** The Consultant shall be required to prepare and submit the first draft of the Strategic Plan after collating and incorporating information and views of all the stakeholders and IPOA staff for review by the Strategic Plan Committee. A hard copy of this first draft shall be submitted within two weeks.
- v. **Second Draft Strategic Plan:** The Consultant shall be required to engage the Strategic Plan Committee, IPOA Officials and key stakeholders for review of the first draft of the Strategic Plan. The views and comments by these stakeholders shall then be incorporated to form the second draft. The second draft of the Strategic Plan shall be submitted in hard and soft copies within two **(2)** weeks. The consultant will be required to engage the Authority's Officials in a workshop to review the second draft plan. Subsequently views and comments from this event shall be incorporated to form the final Draft of the Strategic Plan.
- vi. **Final Draft Strategic Plan:** The Consultant, having incorporated the proposals and views from the workshops with the Board and Management and meetings with key stakeholders, shall then submit the Final Draft of the Strategic Plan for approval by the Board. The Consultant shall submit one hard copy and a soft

copy of this report within one (1) week.

5.0 Qualifications:

The interested Consultants/ Firms bidding for this exercise shall meet the following requirements in addition to the statutory requirements as stipulated in the various instruments, guiding procurement processes and procedures;

- i. **MUST** have a minimum of **8** years of experience in similar assignments;
- ii. The Lead consultant to have a minimum of Master's Degree in Strategic Management, Economics, Project Planning or a related qualification from a recognized institution. Other qualifications will be considered an added advantage;
- iii. **MUST** provide the following:
 - a) Copy of Certificate of Incorporation / Registration
 - b) Copy of a Valid Tax compliance Certificate
 - c) Certified Audited Financial Statements for the last 3 Consecutive year.
 - d) Must provide a Contact address: Physical, Postal, Telephone and Email address of the Firm.
 - e) Duly filled Confidential Business Questionnaire.
 - f) Duly filled Integrity Pact Form.
 - g) Valid Business Permit.
- iv. The lead consultant must provide Compliance certificates from KRA, CRB, Certificate of good conduct, EACC and HELB
- v. **MUST** submit Audited Accounts and Financial Statements for the last three years;
- vi. **MUST** have undertaken at least five (5) similar assignments of comparable size and magnitude for organizations in the public sector in the last **five** years. List of previous clients and contacts shall be included in the proposal and due diligence will be carried out by the Authority;
- vii. **MUST** submit detailed CVs of all staff and the role to be played in carrying out the works, including, among others, certified copies of academic and professional qualifications, period with the firm and experience in similar works;
- viii. **MUST** submit detailed schedule of works, clearly stating the deliverables and time lines, including the duration to complete the works.(Annexure 1);
- ix. **MUST** have a thorough understanding on police reforms in Kenya, through legislation, institutional set-up, and administrative action and policy documents;
- x. **MUST** provide detailed and itemized cost of the consultancy.

5.1 Skills and Competencies

- i. Excellent report writing and presentation skills as demonstrated in previous engagements;
- ii. Excellent interpersonal, negotiation and communication skills;
- iii. Ability to work with minimal supervision;

- iv. Must be result-oriented, a team player, exhibiting high levels of enthusiasm, tact, diplomacy and integrity;
- v. Demonstrate excellent professional skills in interacting with Government and development partners;
- vi. Skills in facilitation of stakeholder engagements/workshops.

6.0 Duration of Work

The period of work for this assignment is **60** days. The consultant is thus required to show a plan on utilizing the duration.

7.0 Institutional Arrangements

The Consultant will report directly to the Chief Executive Officer/Director to the Board of IPOA. The Authority will also provide relevant background documents necessary for the assignments including the IPOA Act, quarterly, bi annual and annual performance reports, the Performance Management Framework and other relevant policies and statutory documents.

Proposals clearly marked '**REQUEST FOR PROPOSAL (RFP)**' should be addressed to:

**The Director/ Chief Executive Officer
Independent Policing Oversight Authority (IPOA),
P.O Box 23035 – 00100
NAIROBI.**

SECTION IV: TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

- 4.1 In 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 a consultant's proposal.
- 4.2 The technical proposal shall provide all required information and any necessary additional information shall be prepared using the standard forms provided in this Section.
- 4.3 The Technical proposal shall not include any financial information unless it is allowed in the Appendix to information to the consultants or the Special Conditions of contract.

SECTION IV: TECHNICAL PROPOSAL

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Page:

1. Technical proposal submission form.
2. Firms' references.
3. Comments and suggestions of consultants on the Terms of reference and on data, services and facilities to be provided by the procuring entity.
4. Description of the methodology and work plan for performing the assignment.
5. Team/staff composition and Task/role assignments.
6. Format of curriculum vitae (CV) for proposed professional staff.
7. Time schedule for professional personnel.
8. Consultancy service/Activities time/work schedule).

1. TECHNICAL PROPOSAL SUBMISSION FORM

_____ Date]

**To: The Chief Executive Officer,
INDEPENDENT POLICING OVERSIGHT AUTHORITY,
1st NGONG AVENUE
P.O. BOX 23035 – 00100,
NAIROBI, KENYA.**

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 under a separate envelope-where applicable].

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 (Kshs)
Name of Associated Consultants. If any:		No of Months of Professional Staff provided by Associated Consultants:
Name of Senior Staff Involved and Functions/role 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.

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services and facilities to be provided by the Client:

- 1.
- 2.
- 3.
- 4.
- 5.

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



5. TEAM/ STAFF COMPOSITION AND TASK/ROLE 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 (if any): _____

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

Months (in the Form of a Bar Chart)

Name	Position	Reports Due/ Activities	1	2	3	4	5	6	7	8	9	10	11	12	Number of months

Reports Due: _____

Activities Duration: _____

Signature: _____ (Authorized representative)

Full Name: _____

Title: _____

Address: _____

8. ACTIVITY (WORK) SCHEDULE

(a). Field activities

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

	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th
Activity (Work)							

(b). Completion and Submission of Reports

Reports	Date
1. Inception Report	
2. End term report	
3. First draft Report	
4. Second Draft Report	
4. Final draft Report	
5. Stakeholder consultations reports	

SECTION V: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal;

- 1.1 The financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc. as may be applicable. The costs should be broken down to be clearly understood by the procuring entity.
- 1.2 The financial proposal shall be in Kenya Shillings inclusive of all taxes.
- 1.3 The financial proposal should be prepared using the Standard forms provided in this part.
- 1.4 The financial proposal should be accompanied by a security bid bond of 2% of the total bid price.

SECTION VI - 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.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 2.4.5 of the Data Sheet.

We confirm that our prices are inclusive of all taxes. We also confirm that on the award of contract, we shall provide IPOA with a Performance Bond of **5%** of financial proposal.

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

We remain,

Yours sincerely,

_____ *[Authorized Signature]:*
_____ *[Name and Title of Signatory]:*
_____ *[Name of Firm]*
_____ *[Address]*

2. SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s)
Subtotal		
Taxes		
Total Amount of Financial Proposal		<hr/>

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 Rate as appropriate).	Remuneration	Amount
Regular staff				
(i)				
(ii)				
Consultants				
Grand Total				

5. REIMBURSABLES PER ACTIVITY

Activity No: _____

Name: _____

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

SECTION VI: STANDARD FORMS OF CONTRACT

- a. ANNEX I – LARGE ASSIGNMENTS (LUMP-SUM PAYMENTS)
- b. ANNEX II – LARGE AND SMALL ASSIGNMENTS (TIME -BASED PAYMENTS)
- c. ANNEX III – SMALL ASSIGNMENTS (LUMP-SUM PAYMENTS)

NOTES

- 1. LARGE ASSIGNMENT ____Exceeding Ksh 5,000,000
- 2. SMALL ASSIGNMENT ____Not exceeding Ksh. 5,000,000
- 3. TIME BASED PAYMENT ___Time based fixed fee exact duration of contract not fixed
- 4. LUMP-SUM PAYMENT ____Stated fixed contract sum.

ANNEX 1:

REPUBLIC OF KENYA

STANDARD FORM OF CONTRACT

FOR CONSULTING SERVICES

Large Assignments

(Lump- Sum payment)

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(ii)

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]

(iv)

I. 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

(v)

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] _____

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.

2.0 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 immediately after the date the Contract becomes effective.
- 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 in so far 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 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 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 within not less than thirty (30) days' written notice of termination to the Consultant, 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 within but

not after thirty (30) days after award is given by a written notice to the Client. Such notice shall 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

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

Otherwise interested in Project

disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Consultant nor his sub-consultant[s] nor their personnel shall engage, either directly or indirectly in any of the following activities:

a) During the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract; or

b) After the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Consultant, his sub-consultant[s] and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4 Insurance to be Taken Out by the Consultant

The Consultant (a) shall take out and maintain and shall cause any sub-consultant[s] to take out and maintain, at his (or the sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultant's Actions Requiring Client's Prior Approval

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

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

3.6 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix

3.7 Documents prepared by the Consultant to Be the Property of the Client All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of the Client and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

4 CONSULTANT'S PERSONNEL

4.1 Description of Personnel The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal and/or Replacement Of Personnel

- a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
- b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
- c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

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

5.2 Change in If after the date of this Contract, there is any **change** in the

the Applicable Law

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 Consultant and according to the payment 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 Amendments of and Supplements to Clauses in the Clause 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, eg, 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 in foreign currency or currencies is _____ [Insert amount].

6.2(b) The amount in local Currency is _____ [Insert amount]

6.4 Payments shall be made according to the following schedule:

Note: (a) This sample Clause should be specifically drafted for each Contract and the following installments are indicative only; (b) if the payment of foreign currency and of local currency does not follow the same schedule, add a separate schedule for payment in local currency; and (c) if applicable, detail further the nature of the report evidencing performance, as may be required, e.g., submission of

study or specific phase of study, survey, drawings, draft bidding documents, etc., as listed in Appendix B, Reporting Requirements. In the example provided, the bank guarantee for the repayment is released when the payments have reached 50 percent of the lump sum price, because it is assumed that at that point, the advance has been entirely set off against the performance of services.

- Twenty (20) percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same.
- Ten (**10%**) percent of the lump-sum amount shall be paid upon submission of the inception report.
- Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the interim report.
- Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the draft final report.
- Twenty (20) percent of the lump-sum amount shall be paid upon approval of the final report.
- The bank guarantee shall be released when the total payments reach fifty (50) percent of the lump-sum amount.

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 SUB-CONSULTANTS

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

List here the elements of cost used to arrive at the breakdown of the lump-sum price – foreign 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 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

ANNEX II

SAMPLE CONTRACT FOR CONSULTING SERVICES

LARGE ASSIGNMENTS

AND

Small Assignments

Time-Based Payments

**SAMPLE CONTRACT FOR CONSULTING SEVICES SMALL ASSIGNMENTS
TIME-BASED PAYMENTS**

CONTRACT

This Agreement [hereinafter called "the Contract"] is entered into this _____
[Insert starting date of assignment], by and between

[Insert Client's name] of [or whose registered office is situated at]
_____ [insert Client's
address] (hereinafter called "the Client") of the one part AND

[Insert Consultant's name] of [or whose registered
office is situated at] _____ [insert Consultant's
address] (hereinafter called "the Consultant") of the other part.

WHEREAS, the Client wishes to have the Consultant perform the Services [hereinafter referred to as "the Services"], and

WHEREAS, the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services

- (i) The Consultant shall perform the Services specified in Appendix A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract.
- (ii) The Consultant shall provide the reports listed in Appendix B, "Consultant's Reporting Obligations," within the time periods listed in such Appendix and the personnel listed in Appendix C, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services.

2. Term The Consultant shall perform the Services during the period commencing _____ [Insert start date] and continuing through to _____ [Insert completion date] or any other period(s) as may be subsequently agreed by the parties in writing.

3. Payment A. Ceiling

For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to exceed a ceiling of _____ [Insert ceiling amount]. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as

(i)

well as any tax obligation that may be imposed on the Consultant. The payments made under the Contract consist of the Consultant's remuneration as defined in subparagraph (B) below and of the reimbursable expenditures as defined in sub-paragraph (C) below.

B. Remuneration

The Client shall pay the Consultant for Services rendered at the rate(s) per man/month spent (or per day spent or per hour spent, subject to a maximum of eight hours per day) in accordance with the rates agreed and specified in Appendix C, "Cost Estimate of Services, List of Personnel and Schedule of Rates".

C. Reimbursables

The Client shall pay the Consultant for reimbursable expenses which shall consist of and be limited to:

- (i) normal and customary expenditures for official road and air travel, accommodation, printing and telephone charges; air travel will be reimbursed at the cost of less than first class travel and will need to be authorized by the Client's coordinator;
- (ii) such other expenses as approved in advance by the Client's coordinator.

D. Payment Conditions.

Payment shall be made in Kenya shillings unless otherwise specified not later than thirty {30} days following submission of invoices in duplicate to the Coordinator designated in Clause 4 here below. If the Client has delayed payments beyond thirty (30) days after the 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.

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

4. Project Administration

A. Coordinator

The Client designates _____
[Insert name] as Client's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices

(ii)
for payment and for acceptance of the deliverables by the Client.

B. Timesheets.

During the course of their work under this Contract, including field work, the Consultant's employees

providing services under this Contract may be required to complete timesheets or any other document used to identify time spent as well as expenses incurred, as instructed by the Project Coordinator.

C. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services which will clearly identify all charges and expenses. The Client reserves the right to audit or to nominate a reputable accounting firm to audit the Consultant's records relating to amounts claimed under this Contract during its term and any extension and for a period of three months thereafter.

5. Performance Standard

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Confidentiality

The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

7. Ownership of

Any studies, reports or other material, graphic, software

Material

or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

8. Consultant Not to be Engaged in Certain Activities

The Consultant agrees that during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

9. Insurance

The Consultant will be responsible for taking out any appropriate insurance coverage.

(iii)

10. Assignment

The Consultant shall not assign this Contract or Subcontract any portion thereof without the Client's prior written consent.

11. Law Governing Contract and Language

The Contract shall be governed by the Laws of Kenya and the language of the Contract shall be English Language.

12. Dispute Resolution

Any dispute arising out of this Contract which cannot be amicably settled between the parties, shall 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.

FOR THE CLIENT

FOR THE CONSULTANT

Full name: _____

Full name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

LIST OF APPENDICES

Appendix A: Terms of Reference and Scope of Services

Appendix B: Consultant's Reporting Obligation

Appendix C: Cost Estimate of Services, List of Personnel and Schedule of Rates

APPENDIX C

Cost Estimate of Services, List of Personnel and Schedule of Rates.

(1) Remuneration of Staff

	Name	Rate (per month/day/hour in currency)	Time spent (number of month/day/ hour)	Total (currency)
(a)	Team Leader			
(b)				
(c)				
				Sub-Total (1)

(2) Reimbursables

	Rate	Days	Total
(a)	Air Travel		
(b)	Road Transportation		
(c)	Per Diem		
			Sub-Total (2)

TOTAL COST _____

Physical Contingency _____

CONTRACT CEILING _____

ANNEX III

SAMPLE CONTRACT FOR CONSULTING SERVICES

**Small Assignments
Lump-sum payments**

SAMPLE CONTRACT FOR CONSULTING SERVICES

SMALL ASSIGNMENTS

LUMP-SUM PAYMENTS

CONTRACT

This Agreement, [hereinafter called "the Contract"] is entered into this _____ [Insert starting date of assignment], by and between _____ [Insert Client's name] of [or whose registered office is situated at] _____ [insert Client's address] (hereinafter called "the Client") of the one part AND _____ [Insert Consultant's name] of [or whose registered office is situated at] _____ [insert Consultant's address] (hereinafter called "the Consultant") of the other part.

WHEREAS the Client wishes to have the Consultant perform the services [hereinafter referred to as "the Services"], and

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services

- (i) The Consultant shall perform the Services specified in Appendix A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract.
- (ii) The Consultant shall provide the personnel listed in Appendix B, "Consultant's Personnel," to perform the Services.
- (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, "Consultant's Reporting Obligations."

2. Term The Consultant shall perform the Services during the period commencing on _____ [Insert starting date] and continuing through to _____ [Insert completion date], or any other period(s) as may be subsequently agreed by the parties in writing.

(i)

3. Payment

A. Ceiling

For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to exceed _____ [Insert amount]. This amount has been

established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

The schedule of payments is specified below (Modify in order to reflect the output required as described in Appendix C.)

Kshs _____ upon the Client's receipt of a copy of this Contract signed by the Consultant;

Kshs _____ upon the Client's receipt of the draft report, acceptable to the Client; and

Kshs _____ upon the Client's receipt of the final report, acceptable to the Client.

Kshs _____ Total

C. Payment Conditions

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty [30] days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 here below. 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.

4. Project Administration

A. Coordinator.

The Client designates _____ [insert name] as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for payment.

B. Reports.

The reports listed in Appendix C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment and will constitute the basis for the payments to be made under paragraph 3.

(ii)

5. Performance Standards

The Consultant undertakes to perform the Services with **the** highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Confidentiality

The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

7. Ownership of Material

Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

8. Consultant Not to be Engaged in certain Activities

The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant 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.

9. Insurance

The Consultant will be responsible for taking out any appropriate insurance coverage.

10. Assignment

The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.

11. Law Governing Contract and Language

The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English Language.

12. Dispute Resolution

Any dispute arising out of the Contract which cannot be amicably settled between the parties shall 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.

FOR THE CLIENT

FOR THE CONSULTANT

Full name: _____

Full name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

LIST OF APPENDICES

Appendix A: Terms of Reference and Scope of Services

Appendix B: Consultant's Personnel

Appendix C: Consultant's Reporting Obligations

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No.

Tender Name.....

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

.....
.....

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS)

SIGNED FOR ACCOUNTING OFFICER

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part I—General:

Business Name
Location of business premises
Plot No. Street/Road
Postal Address Tel. No.
Nature of business
Current Trade Licence No. Expiring date

Maximum value of business which you can handle at any one time: K£

Name of your bankers Branch

Are you an agent of the Kenya National Trading Corporation? YES/NO.

Part 2 (a)—Sole Proprietor:

Your name in full Age

Nationality Country of origin

*Citizenship details

Part 2 (b)—Partnership:

Give details of partners as follows:

Table with 4 columns: Name, Nationality, Citizenship Details, Shares. Rows 1-5.

Part 2 (c)—Registered Company:

Private or public

State the nominal and issued capital of the company—

Nominal K£

Issued K£

Give details of all directors as follows:

Table with 4 columns: Name, Nationality, Citizenship Details, Shares. Rows 1-5.

Date Signature of Tenderer

*If Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or Registration.

INDEPENDENT POLICING OVERSIGHT AUTHORITY (IPOA)

ETHICS AND INTEGRITY PACT (MANDATORY)

TO BE FILLED, DATED, SIGNED AND SUBMITTED BY ALL PERSONS BIDDING FOR SUPPLY OF OR PROVISION OF ANY GOODS OR SERVICES FOR IPOA

Bidder's undertaking on Ethics and Integrity

Accepting that transparent business management and fair public administration are the key to social development and national competitiveness, and in an effort to purge corruption and apply sanctions to corrupt businesses, and in full support of the worthy goals of this Integrity Pact, concerning the present proposal for:

.....
I..... (Lead Consultant's name in the case of an individual consultancy/all personnel of

(Name of association, partnership, corporation or other entity being a non-individual consultant) and its sub-contractors and agents hereby agree that:

1. I/We understand that IPOA is a law-abiding institution and I/We undertake to abide by all the laws of Kenya particularly the laws, rules and regulations governing ethics and integrity and the procurement of goods and services by public agencies in Kenya. I/We shall not conduct any unethical business practices, including but not limited to making false declarations and representations in bidding documents; bid-rigging, collusive bidding, and canvassing.
2. I/We shall not offer any bribe, gifts, entertainment or any other undue benefits directly or indirectly to any officials of IPOA or indeed any other person nor commit any other act with a view to unlawfully influencing the process or outcome of procuring for the goods and/or services herein or the performance of any contract arising from the procurement process.
3. I/We undertake to report to IPOA and the Ethics and Anti-Corruption Commission (EACC) any acts of corruption and unethical practice by any official of IPOA, any of my/our employees, agents, associates, affiliates or indeed any other person that come to our knowledge in the course of procuring the supply and provision of

the goods and/or services herein or the performance of any contract arising therefrom.

4. In bidding for the goods and/or services herein or the performance of any contract that may arise therefrom, I/We shall not make any statement which is untrue based on our knowledge, information and belief/ I/We shall fully and truthfully declare my/our ability to provide the goods and/or perform the services and we will not bid for the supply of goods or provision of services which we do not have the capacity to provide whether at all or under the terms required by IPOA.
5. I/We declare that we have the legal and operational capacity to make a bid for the goods and/or services herein, including but not limited to the fact that I/We am/not an un-discharged bankrupt, under receivership or liquidation or otherwise insolvent nor suffering from any such or other incapacity that would make our bid or our ability to provide the goods and/or services herein legally or operationally untenable.
6. I/We declare that there is no conflict of interest situation existing between myself/us on the one hand and IPOA on the other with regard to the supply of the goods and/or provision of the services herein that would make my/our bid or contract ethically or legally untenable. If any such conflict arises in the course of the procurement process and before the conclusion of any contract arising therefrom, I/We shall fully and truthfully declare such conflict to IPOA.
7. I/We understand that violation of this pact may lead to the disqualification of my/our bid, to the termination of any contract or obligation between myself/us and IPOA and my/our prosecution.

Signed:

Date:

Name of Authorized Signatory: