



REPUBLIC OF KENYA  
THE NATIONAL TREASURY AND PLANNING  
P. O. BOX 30007-00100  
NAIROBI

**REQUEST FOR PROPOSALS (RFP)**

**FOR**

**PROVISION OF CONSULTANCY SERVICE TO DEVELOP  
THE NATIONAL LEGISLATIVE FRAMEWORK ON  
PROPERTY TAXES**

**TENDER NO. TNT/023/2020-2021**

**CLOSING DATE: WEDNESDAY 2<sup>ND</sup> DECEMBER, 2020 AT 11.00 AM.**

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SECTION I - LETTER OF INVITATION



REPUBLIC OF KENYA  
THE NATIONAL TREASURY AND PLANNING  
NATIONAL COMPETITIVE BIDDING  
REQUEST FOR PROPOSALS (RFP)  
PROVISION OF CONSULTANCY SERVICES TO DEVELOP THE NATIONAL  
LEGISLATIVE FRAMEWORK ON PROPERTY TAXES  
TENDER NO. TNT/023/2020-2021

The National Treasury Invites Request for Proposals (RFP) from interested Consultants for Provision of Consultancy Services to develop the National Legislative Framework on Property Taxes.

A complete set of request for proposal documents may be downloaded by interested candidates free of charge at [www.treasury.go.ke](http://www.treasury.go.ke) or [www.tender.go.ke](http://www.tender.go.ke) and those who have downloaded the document from the website must forward their particulars immediately for recording and any further clarifications and addenda to [procurement@treasury.go.ke](mailto:procurement@treasury.go.ke).

Completed Tender Documents, both “Original” and “Copies”, enclosed in plain sealed envelopes, marked RFP with the relevant RFP number and title shall be addressed to:

The Principal Secretary,  
The National Treasury,  
P. O. Box 30007 – 00100,  
Nairobi, Kenya

and be deposited in the tender box provided at the Treasury Building, 6<sup>th</sup> Floor, Harambee Avenue, Nairobi, so as to be received on or before Wednesday 2<sup>nd</sup> December, 2020 at 11.00 a.m.

Bids shall be accompanied by a Bid Security of Kenya Shillings One Hundred Thousand Only (Kshs. 100,000.00) from a reputable Financial Institution in Kenya valid for 30 days beyond the Tender Validity period.

All Bid Documents must be sequentially serialized / paginated.

Tenders will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend the opening at The National Treasury, Treasury Building, 6<sup>th</sup> Floor, Conference Room No. 603 on Wednesday 2<sup>nd</sup> December, 2020 at 11.00 a.m.

HEAD, SUPPLY CHAIN MANAGEMENT SERVICES  
FOR: PRINCIPAL SECRETARY/NATIONAL TREASURY

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

### 2.1 Introduction

- 2.1.1 The Client named 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 Building and Civil Engineering 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 first-hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 The Procuring entity will provide the inputs specified in the Appendix “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2.1.6 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.7 The price to be charged for the tender document shall be free.
- 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, cable, telex, facsimile or electronic mail to the Client's address indicated in the Appendix "ITC". The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

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

## 2.3 Preparation of Technical Proposal

2.3.1 The Consultants proposal shall be written in English language.

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

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

- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
- (ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.
- (iii) It is desirable that the majorities of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

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

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix ITC specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix ITC.

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 such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.

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

- 2.4.3 Consultants shall express the price of their services in Kenya Shillings.
- 2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal Submission Form.
- 2.4.5 The Proposal must remain valid for 180 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

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

- 2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see 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 ITC. 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 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”**. 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, he 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, sub criteria and point system specified in the Appendix "ITC".

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 those 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 those 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, cable, telex, facsimile 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:-  
 $Sf = 100 \times \frac{Fm}{F}$  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:-  $S = St \times T \% + Sf \times P \%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 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 10% 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 bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is

established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

2.9.6 The procuring entity shall appoint a team for the purpose of the negotiations.

## **2.10 Award of Contract**

2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation unopened.

2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix ITC.

2.10.3 The parties to the contract shall have it signed within 7 days from the date of notification of contract award unless there is an administrative review request.

2.10.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.10.5 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.10.6 To qualify for contract awards, the tenderer shall have the following:

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

## **2.11 Confidentiality**

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

## **2.12 Corrupt or fraudulent practices**

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

## Appendix to Information to Consultants (ITC)

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

2.1 The name of the Client is: **THE NATIONAL TREASURY**

2.1.1 The method of selection is: **Quality Cost Based Selection**

2.1.2 Technical and Financial Proposals are requested for **Provision of Consultancy Services to develop the National Legislative Framework on Property Taxes**

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

The National Treasury  
Harambee Avenue  
6<sup>TH</sup> floor, room 619  
P.O. Box 30007 - 00100  
Nairobi  
Tel: +254-20-2252299  
Email: [procurement@treasury.go.ke](mailto:procurement@treasury.go.ke)

2.1.4 The Client will provide the following inputs: **Information regarding the tender will be provided to the successful firm**

2.1.5 (i) The estimated number of professional staff months required for the assignment is: **Four (4) months.**

(ii) The minimum required experience of proposed professional staff is: 10 years

2.1.6 Training is a specific component of this assignment: **Yes**

2.2.1 Clarifications may be requested **Three (3)** days before the submission date.

The address for requesting clarification is:

The National Treasury  
Harambee Avenue  
6<sup>TH</sup> floor, room 619  
P.O. Box 30007 - 00100  
Nairobi  
Tel: +254-20-2252299  
Email: [procurement@treasury.go.ke](mailto:procurement@treasury.go.ke)

2.3.1 Proposals should be submitted in English Language

2.3.2 a. Listed firms / entities are not allowed to associate with each other and

employees of the National Treasury

- b. The estimated number of consultancy months / days required for the assignment is: **Twelve (12) Weeks**
- c. The minimum qualification for a firm and experience is as follows;

#### **Mandatory Requirement**

1. Certified copy of Certificate of Incorporation or Certificate of Registration
2. Copy of Valid current Tax Compliance Certificate
3. Certified copy of Certificate of Confirmation of Directors and Shareholding (CR 12) (Issued within the last 12 Months to Tender Opening Date).
4. Original Bid Security of **Kshs. 100,000.00 (Kenya Shillings One Hundred Thousand Only)** from a reputable Financial Institution in Kenya valid for 30 days beyond the Tender Validity period. **(Must be attached in the Technical Proposals)**
5. The bid document “**Original**” and “**Copies**” must be sequentially paginated / serialized.
6. Submitted the required number of copies of the Technical Proposals i.e. one (1) original and Five (5) copies. **(To be attached in the Technical Proposals)**
7. Duly filled, signed and Stamped Technical Proposal Submission Form **(To be attached in the Technical Proposal)**
8. Duly filled, signed and Stamped Financial Proposal Submission Form **(To be attached in the Financial Proposal)**
9. Submitted the required number of copies of the Financial Proposals i.e. one (1) original and Five (5) copies **(To be attached in the Financial Proposal)**

**NOTE: All copies that require certification must be certified by a Commissioner of Oaths**

2.3.3 (i) Firms are allowed to associated with other firms or entities in a Joint Venture as appropriate

#### **2.4.2 Taxes**

The financial proposal should clearly estimate, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law, on the consultants, the sub consultants, and their personnel as charges required under the Kenyan law. Allowed reimbursable for tax purposes shall be within the tax law.

2.4.3 Consultants to state local cost in Kenya Shillings

2.4.5 Proposals must remain valid for **180 days** after the submission

2.5.2 Consultants must submit **one (1) original and Five (5) copies (Technical Proposals)** and **one (1) original and Five (5) copies (financial proposals)**.

2.5.3 The proposal submission address is:

Principal Secretary,  
The National Treasury,  
P.O. Box 30007 00100  
Nairobi

2.5.3 Proposals must be submitted no later than the following date and time:  
**Wednesday 2<sup>nd</sup> December, 2020 at 11.00 am**

2.6.1 The address to send information to the Client is

The Principal Secretary,  
The National Treasury,  
P.O. Box 30007 00100  
Nairobi

2.6.3 The minimum technical score required to pass: **70%**

2.7.1 The number of points to be given under each of the evaluation criteria are:

#### Evaluation Criteria

##### Mandatory Requirement

- (i) Certified copy of Certificate of Incorporation or Certificate of Registration
- (ii) Copy of Valid current Tax Compliance Certificate
- (iii) Certified copy of Certificate of Confirmation of Directors and Shareholding (CR 12) (Issued within the last 12 Months to Tender Opening Date).
- (iv) Original Bid Security of **Kshs. 100,000.00 (Kenya Shillings One Hundred Thousand Only)** from a reputable Financial Institution in Kenya valid for 30 days beyond the Tender Validity period. (**Must be attached in the Technical Proposals**)
- (v) The bid document “**Original**” and “**Copies**” must be sequentially paginated / serialized.
- (vi) Submitted the required number of copies of the Technical Proposals i.e. one (1) original and Five (5) copies. (**To be attached in the Technical Proposals**)
- (vii) Duly filled, signed and Stamped Technical Proposal Submission Form (**To be attached in the Technical Proposal**)
- (viii) Duly filled, signed and Stamped Financial Proposal Submission Form (**To be attached in the Financial Proposal**)
- (ix) Submitted the required number of copies of the Financial Proposals i.e. one (1) original and Five (5) copies (**To be attached in the Financial Proposal**)

**NOTE: All copies that require certification must be certified by a Commissioner of Oaths**

## Detailed technical evaluation

### 1. Evaluation Criteria

S/No.	Description	Max Scores
1.	<b>Specific experience of the firm/consultant related to the assignment (20 marks)</b>	<b>20</b>
	<p>a) Evidence of similar undertakings in preparation of valuation rolls within the last 5 years. (Attached contracts / LPO/LSOs).</p> <p>NB: The contact details should include the telephone number, postal address, permanent address and email address of the references.</p> <p>Experience in preparation valuation rolls – 4 Marks Minimum of seven (7) valuation rolls prepared by the firm. – 14 marks Demonstrate understanding of Rating legislation in Kenya – 2 marks</p>	20
2.	<b>Adequacy of the proposed work plan and methodology in responding to the Terms of Reference (30 Marks)</b>	<b>30</b>
	a. Detailed Methodology or Approach for implementing the assignment	10
	b. Understanding the scope of work / interpretation of TOR's	10
	c. Work plan/programme of action incorporating all the activities to be undertaken as per the Terms of Reference	10
3.	<b>Qualifications and competence of the key staff for the assignment (30 Marks)</b>	<b>30</b>
	<b>I. Lead consultant</b>	<b>20</b>
	a) Must be a holder of a Degree in Land Economics/Real Estate /Equivalent Qualifications from any recognized University – 2 marks	2
	b) Must be a registered member of Valuers Registration Board (VRB) licensed to practice and a member of Institution of Surveyors of Kenya (ISK) in good standing (attach certificate and licenses) – 4 marks	4
	c) Must have at least 15 years relevant experience in rating valuation 2 marks	2
	d) Must demonstrate in depth understanding of the Kenyan governance system, pre and post devolution – 2 marks	2
	e) Must have experience in valuation roll preparation process, a minimum of seven (7) completed valuation rolls – 2 marks	2
	<b>II. Valuer</b>	<b>5</b>
	a) Must be holder of a Degree in Land Economics/Real Estate/Equivalent qualifications from any recognized University (attach certificate) – 1 Mark	1
	b) Must be a registered member of Valuers Registration Board (VRB) licensed to practice and a member of Institution of Surveyors of Kenya (ISK) in good standing (attach certificate) – 1 mark	1

	c) Must have at least 10 years relevant experience in rating valuation – 1 mark	1
	d) Must have experience in valuation roll preparation process, a minimum of five (5) valuation rolls prepared – 2 Marks	2
	<b>III. Lawyer</b>	<b>5</b>
	a) Must be holder of a Degree in Law (attach certificate) – 1 Mark	1
	b) Must be a member of LSK in good standing and an Advocate of the High Court of Kenya (attach certificate) – 1 Mark	1
	c) Must have a minimum of seven (7) years relevant experience in drafting legislation – 1 Mark	1
	d) Must have experience in legislative drafting – 1 Mark	1
	e) Must possess demonstrable experience in practicing Law, especially land laws – 1 Mark	1
<b>4.</b>	<b>Capacity Building- Training and knowledge transfer (10 Marks)</b>	
	a. Attach training and Knowledge Transfer work plan b. Demonstrate how Training and Knowledge Transfer will be undertaken.	10
	<b>TOTAL</b>	<b>100</b>

The total points are as summarized below;

	<b>Points</b>
(i) Experience of the firm/consultant	25
(ii) Proposed work plan and approach	30
(iii) Key Professional personnel	35
(iv) Capacity Building	10
<b>Total</b>	<b>100</b>

The minimum technical score required to pass was 70%.

- Consultancy firm who scores 70% and above is recommended to be considered for financial evaluation.
- Consultant who scores less than 70% is disqualified from further evaluation.

2.8.4 The single currency for price conversions is Kenya Shillings

The source of official selling rates is Central Bank of Kenya (CBK)

The date of exchange rates is the date of opening of Financial Proposal.

2.8.5 The formulae for determining the Financial Score ( $S_f$ ) is as follows: ( $S_f = 100 \times \frac{F_M}{F}$  where  $S_f$  is the financial score;  $F_m$  is the lowest priced financial proposal and  $F$  is the price of the proposal under consideration or another proportional linear formula)

Alternative formulae for determining the financial scores is the following:

The weights given to the Technical and Financial Proposals are:



**T= 0.80**  
**P=0.20**

2.9.1 The address for negotiations is:

**The Principal Secretary,  
The National Treasury,  
P.O. Box 30007 00100  
Nairobi**

2.10.1 The assignment is expected to commence after signing and approval of contract by the client.

2.10.2 The award shall be made after successful negotiations with the bidder with the highest combined technically and financial score.

## **SECTION III: - TECHNICAL PROPOSAL**

### **Notes on the preparation of the Technical Proposals**

- 3.1 In preparing the Technical Proposal, the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultant's own risk and may result in rejection of the consultant's proposal.
- 3.2 The Technical Proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.
- 3.3 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 III - TECHNICAL PROPOSAL

1. TECHNICAL PROPOSAL SUBMISSION FORM

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

To: \_\_\_\_\_ [*Name and address of Client*]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for \_\_\_\_\_  
\_\_\_\_\_ [*Title of consulting services*] in accordance with your  
Request for Proposal dated \_\_\_\_\_ [*Date*] and our Proposal. We are hereby  
submitting our Proposal, which includes this Technical Proposal, [and a Financial Proposal  
sealed 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    Approx. Value of Services (Kshs) (Month/Year):
Name of Associated Consultants. If any:	No of Months of Professional Staff provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:	
Narrative Description of project:	
Description of Actual Services Provided by Your Staff:	

Firm's Name: \_\_\_\_\_

Name and title of signatory; \_\_\_\_\_

*(May be amended as necessary)*

**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 COMPOSITION AND TASK ASSIGNMENTS

### 1. Technical/Managerial Staff

Name	Position	Task

### 2. Support Staff

Name	Position	Task

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

Proposed Position: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

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

Membership in Professional Societies: \_\_\_\_\_

---

Detailed Tasks Assigned: \_\_\_\_\_

---

### Key Qualifications:

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

---

### Education:

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

---

### Employment Record:

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

---



**Certification:**

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

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

\_\_\_\_\_ Date: \_\_\_\_\_  
*[Signature of authorised representative of the firm]*

Full name of staff member: \_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_

## 7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

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

Reports Due: \_\_\_\_\_

Activities Duration: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Authorized representative)

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

## 8. ACTIVITY (WORK) SCHEDULE

### (a). Field Investigation and Study Items

*[1<sup>st</sup>, 2<sup>nd</sup>, etc, are months from the start of assignment)*

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

### (b). Completion and Submission of Reports

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

## SECTION IV: - FINANCIAL PROPOSAL

### Notes on preparation of Financial Proposal

- 4.1 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.
- 4.2 The Financial Proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.
- 4.3 The Financial Proposal should be prepared using the Standard forms provided in this part

SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS

1. FINANCIAL PROPOSAL SUBMISSION FORM

To: \_\_\_\_\_ [ Date]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*[Name and address of Client]*

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services to provide support to public entities in financial reporting in accordance with your Request for Proposal dated ( \_\_\_\_\_ ) [Date] and our Proposal. Our attached Financial Proposal is for the sum of ( \_\_\_\_\_ ) [Amount in words and figures] inclusive of the taxes.

We remain,

Yours sincerely,

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

## 2. SUMMARY OF COSTS

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

Please provide prices for each lot separately

### 3. BREAKDOWN OF PRICE PER ACTIVITY

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

#### 4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____		Name: _____		
Names	Position	Input (Staff months, days or hours as appropriate.)	Remuneration Rate	Amount
(i) Regular staff				
(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 V: - TERMS OF REFERENCE

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### TERMS OF REFERENCE FOR CONSULTANCY TO DEVELOP THE NATIONAL LEGISLATIVE FRAMEWORK ON PROPERTY TAXES

#### 1. Introduction

The National Treasury and Planning in collaboration with the Ministry of Lands and Physical Planning in a bid to enhance County Government Own Source Revenue, is seeking to engage a Consultant to develop a draft National Rating Legislation to replace the outdated Valuation for Rating Act (Cap 266) and Rating Act (Cap 267). This exercise which is part of the implementation of the *National Policy to Support the enhancement County Governments' Own Source Revenue*, will be spearheaded by the Ministry of Lands and Physical Planning and the National Treasury through a Multi-Agency Secretariat tasked with the implementation of the Policy. The assignment will be financed by the National Treasury and Planning through the Public Finance Management Reforms Secretariat (PFMRS) and is expected to take four (4) months.

#### 2. Background

The need for County Governments to have reliable revenue is a key principle of Kenya's devolution, contained in Article 175(b) of the Constitution. Article 209 (3(a)) of the Constitution empowers county governments to impose property taxes as a source of revenue. Article 210 of the Constitution provides that no tax shall be imposed, waived or varied except as provided by legislation and as a result, county governments are required to develop legislation to inform levying and waiving of taxes. Currently, only ten counties have developed legislation on rating and valuation. Consequently, county governments that have not enacted new legislation rely on Valuation for Rating Act (Cap 266) and The Rating Act Cap 267 to provide a legal framework for the implementation of rating and procedures for conducting valuations for rating. These Acts which were enacted in 1956 and 1964 respectively are outdated despite recent reviews the latest being in 2012. These Rating Acts in their current state lack clear legal framework to guide county governments in achieving optimal property rates collections as they are not aligned to the Constitution and the devolved system of governance.

Outdated property legislations imply low coverage by valuation rolls and tax base of properties that are ratable which further undermines the property rates. Majority of the counties have not enacted their rating legislations. This has hampered the county governments updating their rating systems to boost their property rates. Further, the methods of enforcement for property rates payments provided for in the current rating legislations are not clear and adequate, they are time consuming and costly.

In order to address the challenge of the inadequacy of the legal framework to guide imposition of property rates, *the National Policy to Support Enhancement of County Governments' Own Source Revenue* proposed enactment of the National Rating Legislation.

## Rationale and justification for enactment of a national rating legislation

- i. The existing legal framework relating to Rating has not been revised to reflect the new devolved system of government. There is, therefore, a need for new legislation on the rating to repeal the outdated Valuation for Rating Act and the Rating Act to align them with the constitutional provisions relating to devolution.
- ii. Article 209 and 210 of the Constitution of Kenya provides that County Governments must be guided by legislation to effectively levy property rates. The new Act will provide this much needed legal framework. The National Rating legislation will ensure harmony and equity in levying of taxes by county governments and will remove ambiguity regarding exemptions and any other areas that are not appropriately addressed by the current Acts.
- iii. The process by which each county government would prepare its rating and valuation legislation is time-consuming and cumbersome, especially considering that the limited pool of experts would be overstretched. Thus, developing this legal framework at the national level will ensure that within a reasonable time frame, all counties have the necessary legal authority to impose and collect property rates. This will leave the county governments with a task of ensuring that only the more administration procedures such as billing, collection of rates, enforcement, tax rates, the form of rate to use, waivers and exemptions are anchored in their county rating regulations and subsidiary legislations.
- iv. National level legislation will ensure that there is uniformity in the underlying rating and valuation for rating laws as regards to property tax base, forms of ratings to be adopted, exemptions, waivers and payment periods.
- v. Most counties are currently preparing or using valuation rolls based on outdated rating and valuation for rating laws which refer to entities that no longer exist such as “rating authorities” or using valuation rolls inherited from the defunct local authorities. This means that the valuations can be legally challenged hence the urgency to have a new legal framework that would correct these anomalies. In this context, the quickest solution is to have legislation at the national level.
- vi. Legislation at the national level will further enable the National Treasury to put in place regulations to ensure that Article 209(5) of the Constitution is not offended concerning guarding national economic policies and economic activities across county boundaries. This can be achieved by defining the basis of valuation, as well as providing for mechanisms for effective engagement of stakeholders who may be residents outside the county.
- vii. National legislation will help to adopt new forms of property rating approaches to respond to growth in the tax base to ensure buoyancy in the potential revenue streams, for example, review the agricultural rental values in counties with big ranches and ecotourism. Also, it will help incorporate integral aspects of property rating in national legislation such as tax rate base, valuation assessment, billing, collection and enforcement.
- viii. National rating legislation will set the legal foundation of a reformed rating and valuation system with inbuilt key policy decisions on tax exemptions and set minimum and maximum tax rates in order to provide a safeguard to ensure that their imposition does not prejudice national economic policies contrary to Article 209 (5) of the Constitution.

In view of the above, and in order to help county governments to optimize property rates the National Treasury in consultation with Ministry of Lands and Physical Planning seeks to hire a consultant to develop a draft National Rating Legislation.

### 3. Objectives of the Consultancy Services

#### a) Overall Objective

To develop a draft National Rating Legislation

#### b) Specific Objectives

- i. To review the Valuation for Rating Act (Cap 266) and the Rating Act (Cap 267);
- ii. To identify any existing legislation that require to be aligned with the proposed National Rating Legislation;
- iii. To provide recommendations on rating of public lands; and
- iv. To provide guidelines to county governments on rating legislation in line with Article 210.

#### c) Scope of the Work

- a) Develop a Concept Note and Workplan providing a road map for the assignment.
- b) Conduct desktop review of existing county, national government and global best practices on legislations relating to the assignment.
- c) Undertake stakeholder consultations with all the relevant institutions.
- d) Hold Validation Workshops.
- e) Produce a final Report and a draft National Rating Legislation.

#### d) Deliverables and Timelines

S/No.	Deliverable	Timeline
1.	Inception report which shall provide details on the work plan, methodology, interpretation of the terms of references and submission to the Secretariat.	Week 2
2.	Desk review of all the relevant legislation and global best practices	Week 4
3.	Report on Stakeholder Consultation	Week 8
4.	Zero Draft Report and PowerPoint Presentation on the National Rating Legislation and presentation to the Secretariat	Week 11
5.	Zero Draft of the National Rating Legislation and presentation to the Secretariat	Week 11
6.	1 <sup>st</sup> Draft National Rating Legislation	Week 12
7.	Stakeholder Validation Workshop Report	Week 12
8.	2 <sup>nd</sup> Draft National Rating Legislation	Week 14
9.	Final Report and Draft National Rating Legislation	Week 16

**e) Timeframe**

The contract period will be **Four (4) Months**.

**f) Reporting and Administration**

On all matters pertaining to this Consultancy, the consultant will work closely with the National Treasury and the Ministry of Lands and Physical Planning through the Secretariat on Implementation of own source revenue (OSR) Policy and report to the Chairperson of the Secretariat.

**g) Qualifications of the Consultant/Eligibility Criteria**

**Qualifications of the consultants**

**The firm must demonstrate the following specific expertise requirements: -**

- a) Experience in preparation of valuation roll with, a minimum of seven (7) completed valuation rolls;
- b) Understanding of the rating legislation within the context of local government system and the Kenyan devolved governments;
- c) Knowledge of and application of Geographic Information System (GIS);
- d) Knowledge and experience in drafting bills;
- e) Understanding of the assignment;
- f) Methodology and work plan capable of executing the assignment in a timely and cost-effective manner.
- g) Ability to provide management and backstopping support relevant to the successful implementation of this assignment; and
- h) Provide documentary proof of the consultant firm(s) experience stated above.

**Specific Qualifications of the Lead Consultant:**

This assignment requires a Lead Consultant supported by other support consultants with the relevant qualifications and skills. The Lead Consultant will be required to be available throughout the contract period and is the link and liaison person in the assignment.

The qualifications and experience of the lead consultant are as follows:

- (i) Must be a holder of a Degree in Land Economics/Real Estate/Equivalent Qualifications from any recognized University;
- (ii) Must be a registered member of Valuers Registration Board (VRB) licensed to practice and a member of Institution of Surveyors of Kenya (ISK) in good standing;
- (iii) Must have at least 15 years relevant experience in rating valuation;
- (iv) Must demonstrate in depth understanding of the Kenyan governance system, pre and post devolution
- (v) Must have experience in valuation roll preparation process, a minimum of seven (7) completed valuation rolls; and
- (vi) Should have excellent inter-personal skills.

## Specific qualifications of support consultants

The team of support consultants who will be required to be available throughout the contract period shall be at least one (1) valuer and one (1) Lawyer with the following qualifications: -

### Valuer

- (i) Must be holder of a Degree in Land Economics/Real Estate/Equivalent qualifications from any recognized University;
- (ii) Must be a registered member of Valuers Registration Board (VRB) licensed to practice and a member of Institution of Surveyors of Kenya (ISK) in good standing;
- (iii) Must have at least 10 years relevant experience in rating valuation;
- (iv) Must have experience in valuation roll preparation process, a minimum of five (5) valuation rolls prepared; and
- (v) Should have excellent inter-personal skills.

### Lawyer

- (i) Must be a graduate in Law;
- (ii) Must be a member of LSK in good standing and an Advocate of the High Court of Kenya;
- (iii) Must have a minimum of seven (7) years relevant experience in drafting legislation;
- (iv) Must have qualifications in legislative drafting;
- (v) Must possess demonstrable experience in practicing Law, especially land laws; and
- (vi) Should have excellent inter-personal skills.

### h) Mode of Payment

S/No	Deliverable	Payment Schedule
1.	Inception Report	10%
2.	Report on Stakeholder Consultation	10%
3.	Desktop Review Report	10%
4.	Zero Draft Report and PowerPoint presentation on the National Rating Legislation Zero Draft National Rating Legislation	10%
5.	Stakeholder Validation Workshop Report & 1 <sup>st</sup> Draft National Rating Legislation	30%
6.	Final Report and Draft National Rating Legislation	30%

### i) Further Information Contacts

The Chairperson of the Secretariat on Implementation of OSR Policy, The National Treasury.

**ANNEX: CONTRACT FORMS  
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.

- 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.

5. **Client Obligation** the Client will provide the following to the Consultants to enable them undertake the assignment smoothly:

1. Provide office space for the consultants.
2. Provide necessary assistants to the consultant(s) regarding availing of information/data.

- 6. 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.
- 7. 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.
- 8. 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.
- 9. 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.
- 10. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 11. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 12. 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.
- 13. Forced Majeure on non performance** (i) Where the performance by the Consultant of its obligation under the contract is delayed, hindered or prevented by an event or events beyond the reasonable control of the Consultant, the Consultant shall promptly notify the Client, in writing, of the nature of the force majeure event stating the anticipated delay in the performance of the contract.
- (ii) Upon the receipt of the notice under paragraph (i), the Client shall consider the request and determine if it is reasonable to extend the time of the performance of the contract or terminate the contract based on the force majeure event.
- 14. Dispute** Any dispute arising out of the Contract which cannot be

**Resolution**

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.

**15. Termination for Default**

The Client may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Consultant, terminate this Contract in whole or in part:

- a) if the Consultant fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Client.
- b) if the Consultant fails to perform any other obligation(s) under the Contract.
- c) if the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the Client terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the Consultant shall be liable to the Client for any excess costs for such similar services.

**16. Termination of insolvency**

The Client may at anytime terminate the contract by giving written notice to the Consultant if the Consultant becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Consultant, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the Client.

**17. Modifications or Variations**

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

**18. Severability**

If at any time, any provision of this Contract is illegal, invalid or unenforceable in any respect under any law, neither the legality, validity or enforceability of the remaining provisions will in any way be affected or impaired.

FOR THE CLIENT

FOR THE CONSULTANT

Full name; \_\_\_\_\_ Full name; \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Signature; \_\_\_\_\_ Signature; \_\_\_\_\_

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

REPUBLIC OF KENYA  
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO..... OF.....20.....

BETWEEN

..... APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

---

Request for review of the decision of the..... (*Name of the Procuring Entity*) of  
.....dated the...day of .....20.....in the matter of Tender No.....of .....20...

---

**REQUEST FOR REVIEW**

---

I/We....., the above named Applicant(s), of address: Physical address.....  
Fax No.....Tel. No..... Email ....., hereby request the Public Procurement Administrative  
Review Board to review the whole/part of the above mentioned decision on the following grounds,  
namely: -

- 1.
- 2. etc.

By this memorandum, the Applicant requests the Board for order/orders that: -

- 1.
- 2.etc

SIGNED ..... (Applicant)

---

Dated on..... day of ...../...20...

---

**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on ... day of  
.....20.....

SIGNED

---

Board Secretary