Salaries & Remuneration Commission

Rewarding productivity

SALARIES AND REMUNERATION COMMISSION

P.O BOX 43126– 00100

NAIROBI

EMAIL ADDRESS: procurement@src.go.ke

TENDER NO. SRC/OP/57/2021- 2022

PROVISION OF SHORT TERM CONSULTANCY ON REVIEW OF PUBLIC SERVICE RETIREMENT BENEFITS LAWS/REGULATIONS AND DEVELOPMENT OF PUBLIC SERVICE RETIREMENT BENEFITS POLICY

8TH FEBRUARY, 2022

SECTION 1

INVITATION

Name of Assignment: **PROVISION OF SHORT TERM CONSULTANCY ON REVIEW OF PUBLIC SERVICE RETIREMENT BENEFITS LAWS/REGULATIONS AND DEVELOPMENT OF PUBLIC SERVICE RETIREMENT BENEFITS POLICY GUIDELINES.**

1. Salaries and Remuneration Commission (SRC) has set aside funds in its budget and funding from Government of Kenya towards the cost of provision of short term consultancy on review of Public Service Retirement Benefits Laws/Regulations and development of Public Service Retirement Benefits Policy guidelines.

2. SRC now invites bids for provision of short term consultancy on review of Public Service Retirement Benefits Laws/Regulations and development of Public Service Retirement Benefits Policy guidelines. More details on the Services are provided in Section 5 Terms of Reference.

3. This Request for Proposals (RFP) is open to all.

4. A firm will be selected under Quality and Cost Based Selection (QCBS) method and in a format as described in this RFP, in accordance with the Section 124 of the Public Procurement and Asset Disposal Act 2015, a copy of which is found at the following website: www.ppra.go.ke.

5. The: Section 1: Letter of Request for Proposals
   Section 2: Instructions to Consultants and Data Sheet
   Section 3: Technical Proposal Standard Forms
   Section 4: Financial Proposal Standard Forms
   Section 5: Terms of Reference
   Section 6: Standard Forms of Contract
6. Please inform us by 15th February,2022 in writing at the address below or by E-mail ***procurement@src.go.ke***
   A. That you have received this Request for Proposals; and
   B. Whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet11.1).

7. Details on the proposal's submission date, time and address are provided in the ITC 18.5 of the Data Sheet.

8. Tenderers shall submit one original of tender document properly bound and sequentially serialized/paginated in the form of i.e 1, 2,3,4….on each page including all the attachments

9. Completed tenders must be delivered to the address given below **on or before 11:00 am on Thursday 24th February,2022**. Electronic Tenders will not be permitted.

10. Tenders will be opened immediately after the deadline date and time specified above. Late tenders will be rejected.

11. The addresses referred to above are:

Address for obtaining further information and for purchasing tender documents

Salaries and Remuneration Commission
5th Floor, Williamson House, 4th Ngong Road, Upper Hill- Nairobi
P.O. 43126 – 00100
NAIROBI, KENYA
Head of Procurement, Tel: 020 2710065 Email: procurement@src.go.ke

Address for Submission of Tenders

Salaries and Remuneration Commission
P.O Box 43126- 00100
Nairobi, Kenya
5th Floor, Williamson House, 4th Ngong Avenue, Upper Hill- Nairobi

Address for Opening of Tenders.

Salaries and Remuneration Commission
6th Floor, Williamson House, 4th Ngong Avenue, Upper Hill- Nairobi

COMMISSION SECRETARY

SECTION 2.
INSTRUCTIONS TO CONSULTANTS AND DATA SHEET

Section 2(a). Instructions to Consultants (ITC)

A. GENERALPROVISIONS

1. Meanings/Definitions

a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlledby, or is under common control with the Consultant.

b) "Applicable Law" means the laws and any other instruments having the force of law in Kenya.

c) "Procuring Entity" means the entity that is carrying out the consultant selection process and signs the Contract for the Services with the selected Consultant.

d) "Consultant" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Procuring Entity under the Contract.

e) "Contract" means a legally binding written agreement signed between the Procuring Entity and the Consultant and includes all the attached documents listed in its Clause 1 (the GeneralConditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).

f) "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section2thatisusedtoreflect specific assignment conditions to supplement, but not to over- write, the provisions of the ITC.

g) "Day" means a calendar day unless otherwise specified as "Business Day". A Business Day is any day that is an official working day in Kenya and excludes official public holidays.

h) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).

i) "Government" means the Government of the Republic of Kenya.

j) "In writing "means communicated in written form such as by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Procuring Entity with proof of receipt.

k) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conductall business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Entity for the performance of the Contract.

l) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is considered in the technical evaluation of the Consultant's proposal.

m) "ITC" (this Section2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.

n) "Letter of RFP" means the letter of invitation being sent by the Procuring Entity to the Consultants.

o) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub consultant and who is assigned to perform the Services or any part thereof under the Contractand whose CVs are not evaluated individually.

p) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.

q) "Public Procurement Regulatory Authority (PPRA)" means the statutory authority of the Government of Kenya that mandated with the role of regulating and monitoring compliance with the public procurement law and regulations.

r) "RFP" means the Request for Proposals to be prepared by the Procuring Entity for the selection of Consultants.

s) "Services" means the work to be performed by the Consultant pursuant to the Contract.

t) "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Procuring Entity during the whole performance of the Contract.

v) "Terms of Reference (TORs)" means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Entity and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

2.1 SRC intends to select a Consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the Data Sheet.

2.2 The Consultant are invited to submit a Technical Proposal and a Financial Proposal, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants' expense.

2.4 SRC will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.

3. Conflict of Interest

3.1 The Consultant is required to provide professional, objective, and impartial advice, always holding the Procuring Entity's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.

3.2 The Consultant has an obligation to disclose to the Procuring Entity any situation of actual or potential conflict that impacts its capacity to serve the best interest of the Procuring Entity. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.

3.3 Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Consultants shall not be hired under the circumstances set forth below:

i) Conflicting Activities

Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Procuring Entity to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

ii) Conflicting Assignments

Conflict among consulting assignments: A Consultant (including its Experts and Sub-consultants) or

any of its Affiliates shall not be hired for any assignment that, by its nature, may conflict with another assignment of the Consultant for the same or for another Procuring Entity.

(iii) *Conflicting Relationships*

Relationship with the Procuring Entity's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or personal relationship with senior management or professional staff of the Procuring Entity who has the ability to influence the bidding process and:

(i) are directly or indirectly involved in the preparation of the Terms of Reference for the assignment,(ii) the selection process for the Contract, or (iii) the supervision of the Contract, maynot be awarded a Contract, unless the conflict stemming from such relationship has been resolved in a manner that determines there is no conflict to affect this selection process.

iv) *Others*

Any other types of conflicting relationships as indicated in the Data Sheet.

4. Unfair Competitive Advantage

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting servicesrelated to the assignment in question. To that end, the Procuring Entity shall indicate in the Data Sheetand make available to all Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

5. Corrupt and Fraudulent Practices

5.1 Consultant firms or any of its members shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. Consultant firms or any of its members that are proven to have been involved in anyof these practices shall be automatically disqualified and would not be awarded a contract.

5.2 Collusive practices

5.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any Consultant found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Consultants shall be required to complete and sign the "Certificate of Independent Proposal Determination" annexed to the Proposal Form.

5.3 In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared ornot), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Government and its agencies to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors, investigators or compliance officers.

6. Eligibility

6.1 In selection of Consultants, short-listing shall be composed of firms or individuals who belong to the same line of professional business and who are almost of the same capability.

6.2 Unless otherwise specified in the Data Sheet, the Procuring Entity permits Consultants including proposed experts, joint ventures and individual members from all countries and categories to offer consulting services. The maximum number of members so far JV shall be specified in the TDS.

6.3 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required

toseek for exemption from the Competition Authority. Exemption shall not be a condition for submissionof proposals, but it shall be a condition of contract award and signature. AJV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the websitewww.cak.go.ke

6.4 3.2Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.

6.5 It is the Consultant's responsibility to ensure that it's Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements.

6.6 As an exception to the foregoing ITC 6.1 and 6.2 above:

a) Sanctions-A firm or an individual that has been debarred from participating in public procurement shall be ineligible to be awarded a contract, or to benefit from the contract, financially or otherwise, during the debarment period. The list of debarred firms and individualsis available from the website of PPRA www.ppra.go.ke.

b) Prohibitions-Firms and individuals of a country or goods in a country maybe ineligible if:

i) As a matter of law or official regulations, Kenya prohibits commercial relations with that country;or ii) By an act of compliance with a decision of the United Nations Security Council taken under Chapter 7

VII of the Charter of the United Nations, Kenya prohibits any import of goods or services from that country or any payments to any country, person, or entity in that country.

c) Restrictions for Government-owned Enterprises-Government-owned enterprises or institutions in Kenya shall be eligible only if they can establish that they i) Are legally and financially autonomous, ii) Operate under commercial law, and iii) That they are not dependent agencies of the Procuring Entity.

d) Restrictions for public employees - Government officials and civil servants and employees ofpublic institutions shall not be hired for consulting contracts.

6.7 Margin of Preference and Reservations-no margin of preference shall be allowed in the selection of consultants. Reservations may however be allowed to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be), and who are appropriately registered as such bythe authority to be specified in the Data Sheets. A procuring entity shall ensure that the invitationto submit proposals specifically includes only businesses or firms belonging to one group.

B. Preparation of Proposals

7. General Considerations

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficienciesin providing the information requested in the RFP may result in rejection of the Proposal.

8. Cost of Preparation of Proposal

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, andthe

Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct oroutcome of the selection process. The Procuring Entity is not bound to accept any proposal andreserves the right to annul the selection process at any time prior to Contract award, withoutthere by incurring any liability to the Consultant.

9. Language

9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged betweenthe Consultant and the Procuring Entity shall be written in the English language.

10. Documents Comprising the Proposal

10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.

10.2 The Consultant shall declare in the Financial Proposal Submission Form, that in competing for and executing a contract, it shall undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against anti-competitive practices including bid rigging.

10.3 The Consultant shall furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, asrequested in the Financial Proposal Submission Form.

11. Only One Proposal

11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits s or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than oneProposal when circumstances justify and if stated in the Data Sheet.

11.2 Members of a joint venture may not also make an individual Proposal, be a subcontractor in a separateproposal or be part of another joint venture for the purposes of the same Contract.

11.3 Should a Joint Venture subsequently win the Contract; it shall consider whether an application for exemption from the Competition Authority of Kenya is merited pursuant to Section 25 of the Competition Act 2010.

12. Proposal Validity

a. Proposal Validity Period

12.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after theProposal submission deadline.

12.2 During this period, the Consultant shall maintain its original Proposal without any change, including theavailability of the Key Experts, the proposed rates and the total price.

12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation and may be subject to sanctions in accordance with IT C5.

b. Extension of Validity Period

12.4 The Procuring Entity will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Procuring Entity may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in theoriginal Proposal and with the confirmation of the availability of the Key Experts, except asprovidedinITC12.7.

12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal willnot be further evaluated.

b. Substitution of Key Experts at Validity Extension

12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Procuring Entity together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluations core, however, will remain to be based on the evaluation of the CV of the original Key Expert.

12.8 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Procuring Entity, such Proposal will be rejected.

c. Sub-Contracting

12.9 The Consultant shall not subcontract the whole or part of the Services without reasonable justification andwritten approval of the Procuring Entity.

13. Clarification and Amendment of RFP

13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Procuring Entity's address indicated in the Data Sheet. The Procuring Entity will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all Consultants. Should the Procuring Entity deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

13.2 At any time before the proposal submission deadline, the Procuring Entity may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all invited Consultants and will be binding on them. The Consultants shall acknowledge receipt fall amendments

in writing.

13.3 If the amendment is substantial, the Procuring Entity may extend the proposal submission deadline to givethe Consultants reasonable time to take an amendment in to account in their Proposals.

13.4 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals–Specific Considerations

14.1 While preparing the Proposal, the Consultant must give particular attention to the following: (a) If aConsultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so long as only one Proposal is submitted, in accordance with ITC 11. Above. A Consultant cannot associate with shortlisted Consultant(s). When associating with non-shortlisted/non-invited firms in the form of a joint venture or a sub-consultancy, the shortlisted/invited Consultant shall be a lead member. If shortlisted/invited Consultant associates with each other, any of them can be a lead member.

(b) The Procuring Entity may indicate in the Data Sheet the estimated amount or Key Experts' time input (expressed in person-month), or the Procuring Entity's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on theConsultant's own estimates for the same. This clause shall not apply when using Fixed Budgetselection method.

(c) For assignments under the Fixed-Budget selection method, the estimated Key Experts' time inputshall not be disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.

d) Key Experts shall not appear in more than one proposal unless so allowed in the Data Sheet. Invitedfirms must confirm and ensure their Key experts do not appear in proposal of other invited firms, otherwise proposals with Key experts appearing in other proposals will be rejected. **15. Technical Proposal Format and Content**

15.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP andshall comprise the documents listed in the Data Sheet under ITC 10.1. The Technical Proposal shall notinclude any financial information. A Technical Proposal containing material financial information shall be declared non- responsive.

15.2 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expertposition. Failure to comply with this requirement will make the Proposal non-responsive.

16. Financial Proposal

16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the Data Sheet. Irrespective of the consultant selection method, any Consultant that does not submit itemized and priced financial proposal, or merely refers the Procuring Entity to other legal instruments for the applicable minimum remuneration fees shall be considered non-responsive.

a. Price Adjustment

16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or localinflation for remuneration rates apply if so, stated in the Data Sheet.

b. Taxes

16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in Kenya is provided in the Data Sheet.

c. Currency of Proposal

16.4 The Consultant may express the price for its Services in the currency or currencies as stated

in the DataSheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in Kenya Shillings.

d. Currency of Payment

16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requestedin the Proposal.

C. SUBMISSION, OPENING AND EVALUATION

17. Submission, Sealing, and Marking of Proposals

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms inaccordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as "CONFIDENTIAL" information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the Data Sheet, the Consultant has the option of submitting its Proposals electronically.

17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.3 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on allmembers, or by an authorized representative who has a written power of attorney signed by eachmember's authorized representative.

17.4 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed orinitialed by the person signing the Proposal.

17.5 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

18. Sealing and Marking of Proposals

18.1 The firm shall deliver the Proposals in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the assignment, addressed to the Procuring Entity and a warning "DO NOT OPEN BEFORE 24th February,2022 at 11.00am.
date". Within the single envelope, package or container, the Firm shall place the following separate, sealed envelopes:

18.2 In the single sealed envelope, or in a single sealed package, or in a single sealed container the following documents shall been closed and shall be addressed as follows:

i) in an envelope or package or container marked "ORIGINAL", all documents comprising the Technical Proposal, as described in ITC 10.1;

ii) in an envelope or package or container marked "COPIES", all required copies of the Technical Proposal;

iii) in an envelope or package or container marked "ORIGINAL", all required copies of the Financial Proposal; and

18.3 The inner envelopes or packages or containers shall:

i) Bear the name and address of the Procuring Entity.

ii) Bear the name and address of the Firm; and

iii) Bear the name and Reference number of the Assignment.

18.4 If an envelope or package or container is not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the proposal. Proposals that are misplaced or opened prematurely will not be accepted.

18.5 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Procuring Entity no later than the deadline indicated in the Data Sheet, or any extension to thisdeadline. Any Proposal or its modification received by the Procuring Entity after the deadline shall be declared late and rejected, and promptly returned unopened.

19. Confidentiality/Canvassing

19.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should notcontact the Procuring Entity on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

19.2 Any attempt by Consultants or any one on behalf of the Consultant to influence improperly the Procuring Entity in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal and may be subject to the application of prevailing PPRA's debarment procedures.

19.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Procuring Entity on any matter related to the selection process, it should do so only in writing.

20. Opening of Technical Proposals

20.1 The Procuring Entity's opening committee shall conduct the opening of the Technical Proposals in the presence of the Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored by the Procuring Entity or with a reputable public auditor or independent authority until they are opened.

20.2 At the opening of the Technical Proposals the following shall be read out:

(i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members;
(ii) the presence or absence of a duly sealedenvelope with the Financial Proposal;
(iii) any modifications to the Proposal submitted prior to proposalsubmission deadline; and
(iv) any other information deemed appropriate or as indicated in the Data Sheet.

21. Proposals Evaluation

21.1 Subject to provision of ITC 15.1, the valuators of the Technical Proposals shall have no access to theFinancial Proposals until the technical evaluation is concluded and after the Procuring Entity notifies allthe Consultants in accordance with ITC 22.1.

21.2 The Consultant is not permitted to alter or modify its Proposal in anyway after the proposal submission deadline except as permitted under ITC12.7. While evaluating the Proposals, the Evaluation Committee will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

22. Evaluation of Technical Proposals

22.1 The Procuring Entity's evaluation committee shall evaluate the Technical Proposals that have passed theeligibility and mandatory criteria, on the basis of their responsiveness to the Terms of Reference and the RFP. The eligibility and mandatory criteria shall include the following and any other that may include in the Data sheet.

a) Firm has submitted the required number of copies of the Technical Proposals.

b) Firm has submitted a sealed financial proposal.

c) The Proposal is valid for the required number of days.

d) The Technical Proposal is signed by the person with power of attorney, without material deviation, reservation, or omission.

e) The Technical Proposal is complete with all the forms and required documentary evidence submitted.

f) A valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 3.14 for Kenyan firms.

g) Key Experts are from eligible countries.

h) Key Experts do not appear in more than one proposal, if so required.

i) A short-listed firm has not participated in more than one proposal, if so required.

j) The Consultant is not insolvent, in receivership, bankrupt or in the process of being wound up.

k) The Consultant, its sub-consultants and experts have not engaged in or been convicted of corrupt orfraudulent practices.

l) The Consultant is neither precluded from entering into a Contract nor debarred by PPRA.

m) The firm has not proposed employing public officials, civil servants and employees of public institutions.

n) The Consultant, its sub-consultants and experts have no conflicts of interest.

22.2 Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.

23. Public Opening of Financial Proposals

23.1 Unsuccessful Proposals

After the technical evaluation is completed, the Procuring Entity shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following: (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;(ii)provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion; (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and (iv) notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.

23.2 Financial Proposals for QBS, CQS and SSS

Following the ranking of the Technical Proposals, when the selection is based on QBS or CQS, the topranked Consultant is invited to negotiate the Contract. Only the Financial Proposal of the technically top-ranked Consultant is opened by the opening committee. All other Financial Proposals shall be returned unopened after the Contract negotiations are successfully concluded and the Contract is signed with the successful Consultant.

When the selection is based on the SSS method and if the invited Consultant meets the minimum technical score required passing, the financial proposal shall be opened and the Consultant invited to negotiate the contract.

23.3 Financial Proposals for QCBS, FBS, LCS

Following the ranking of the Technical Proposals, and after internal approvals, the Procuring Entity shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following: (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score; (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;(iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and (iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

23.4 Opening of Financial Proposals

The opening date should allow the Consultants sufficient time to decide for attending the opening and shall be no less than five (5) Business Days from the date of notification of the result s of the technical evaluation, described in ITC 22.1 and 22.2.

The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option isindicated in the Data Sheet) is optional and is at the Consultant's choice.

The Financial Proposals shall be opened publicly by the Procuring Entity's opening committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the Procuring Entity as indicated in the Data Sheet. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals.

24. Correction of Errors

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

24.2 Time-Based Contracts-If a Time-Based contract form is included in the RFP, in case of discrepancy between (i) a partial amount(sub-total) and the total amount, or (ii)between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between figures and words, the later will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Procuring Entity's evaluation committee shall correctthe quantification indicated in the Financial Proposal so as to make it consistent with that indicated inthe Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

24.3 Lump-Sum Contracts - If a Lump-Sum contract form is included in the RFP, the Consultant is deemed

to have included all prices in the Financial Proposal, so neither arithmetical correction nor price adjustments shall be made. The total price, net of taxes understood as per ITC 24 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

25. Taxes

25.1 Subject to ITC 24.2, all taxes are deemed to be included in the Consultant's financial proposal as separateitems, and, therefore, considered in the evaluation.

25.2 All local identifiable taxes levied on the contract invoices (such as sales tax, VAT, excise tax, or any similar taxes or levies) and income and withholding tax payable to Kenya on the remuneration of nonresident Experts for the services rendered in Kenya are dealt with in accordance with the instructions in the Data Sheet.

26. Conversion to Single Currency

26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.

27. Abnormally Low Prices

27.1 An Abnormally Low Price is one where the financial price, in combination with other constituent elements of the proposal, appears unreasonably low to the extent that the price raises material concerns with the Procuring Entity as to the capability of the Consulting firm to perform the Contract for the offered price.

27.2 In the event of identification of a potentially Abnormally Low Price by the evaluation committee, the Procuring Entity shall seek written clarification from the firm, including a detailed price analyses of its price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risk sand responsibilities and any other requirements of the RFP document.

27.3 After evaluation of the price analyses, if the Procuring Entity determines that the firm has failed to demonstrate its capability to perform the contract for the offered price, the Procuring Entity shall reject the firm's proposal.

28. Abnormally High Prices

28.1 An abnormally high price is one where the proposal price, in combination with other constituent elements of the proposal, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Consultants is compromised.

28.2 In case of an abnormally high tender price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct, and review the RFP to check if the specifications, TOR, scope of work and conditions of contract are contributory to the abnormally high proposals. The Procuring Entity may also seek written clarification from the Consultants on the reason or the high proposal price. The Procuring Entity shall proceed as follows:

i) If the proposal price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the proposal depending on the Procuring Entity'sbudget considerations.

ii) If specifications, TOR, scope of work and/or conditions of contract are contributory to the abnormally high proposal prices, the Procuring Entity shall reject all proposals and may re-invitefor proposals for the contract based on revised estimates, specifications, TOR, scope of work and conditions of

contract.

28.3 If the Procuring Entity determines that the Proposal Price is abnormally too high because genuine competition between Consultants is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Proposals and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before re-inviting for proposals.

29. Combined Quality and Cost Evaluation

a. Quality and Cost Based Selection (QCBS) Method

29.1 In the case of Quality and Cost Based Selection (QCBS), the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant that achieves the highest combined technical and financial score will be notified and invited for negotiations.

b. Fixed Budget Selection (FBS) Method

29.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the Data Sheet shallbe rejected. The Procuring Entity's evaluation committee will select the Consultant with the highest- ranked Technical Proposal that does not exceed the budget indicated in the RFP, notify and invite suchConsultant to negotiate the Contract.

c. Least Cost Selection (LCS) Method

29.3 In the case of Least-Cost Selection (LCS), the Procuring Entity's evaluation committee will select the Consultant whose Proposal is the lowest evaluated total price among those Proposals that achieve the minimum technical score required to pass, notify the Consultant and invite the Consultant to negotiate the Contract.

d. Combined Technical and Evaluation Report

29.4 The evaluation committee shall prepare a combined technical and financial evaluation report, with specific recommendations for award or otherwise and subject to the required approvals within the Procuring Entity prior to notifications and invitation of Consultant for negotiations.

30. Notification of Intention to enter into a Contract/Notification of Award

30.1 The Procuring Entity shall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The **Notification of Intention to enter into a Contract / Notification of Award** shall contain, at aminimum, the following information:

i) The name and address of the Consultant with whom the Procuring Entity successfully negotiated a contract;

ii) the contract price of the successful Proposal; iii) a statement of the reasons whythe recipient's Proposal was unsuccessful iv) the expiry date of the Standstill Period, and

v) instructions on how to request a debriefing and/or submit a complaint during the standstill period;

31. Standstill Period

31.1 The Standstill Period shall be the number of days stated in the Data Sheet. The Standstill Period commences the day after the date the Procuring Entity has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. The Contract shall not be signed earlier than the expiry of the Standstill Period. This period shall be allowed for aggrieved Consultants to lodge an appeal. The procedure for appeal and the authority to determine the appeal or complaint is as indicated in the Data Sheet.

D. NEGOTIATIONS AND AWARD

32. Negotiations

32.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

32.2 The evaluation committee shall prepare minutes of negotiations that are signed by the Accounting Officerand the Consultant's authorized representative.

32.3 Availability of Key Experts

The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12. Failureto confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Procuring Entity proceeding to negotiate the Contract with the next-ranked Consultant.

32.4 Notwithstanding the above, the substitution Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical in capacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

32.5 Technical negotiations

The technical negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Procuring Entity's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

32.6 Financial negotiations

The financial negotiations include the clarification of the Consultant's tax liability in Kenya and how it should be reflected in the Contract. All applicable taxes shall be itemized separately and included inthe contract price.

32.7 If the selection method included cost as a factor in the evaluation (that is QCBS, FBS, LCS), the unit ratesand the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

32.8 Where QBS or CQS methods was used for a *Lump-sum Contract* as indicated in the RFP, the unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts or the professional practice. In such case, the Procuring Entity may ask for clarifications and, if the fees are very high, ask to change the rates. The format for (i) providing information on remuneration rates in the case of QB Sand CQS; and (ii) clarifying remuneration rates' structure under this Clause, is

provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates. If after the clarifications, the price is still considered too high, the Procuring Entity may terminate the negotiation and invite the next ranked Consultant to open its financial proposal and negotiate the contract.

32.9 In the case of a *Time- Based contract*, negotiation of unit rates shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Procuring Entity may ask for clarifications and, if the fees are very high, ask to change the rates. The format for (i) providing information on remuneration rates in the case of QBS and CQS; and (ii) clarifying remuneration rates 'structure under this Clause, isprovided in Appendix A to the Financial Form FIN-3: Financial Negotiations-Breakdown of Remuneration Rates. If after the clarifications, the price is still considered too high, the Procuring Entity may terminate the negotiation and invite the next ranked Consultant for negotiations.

32.10 Where SSS method was used as indicated in the RFP, both the unit rates and total price shall be negotiated. If the negotiations fail, the Procuring Entity shall terminate the Consultant selection process. In that event, the Procuring Entity shall review the consultancy requirements and market conditions prior to deciding to use an appropriate selection method to again procure the consulting services.

33. Conclusion of Negotiations

33.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Accounting Officer and the Consultant's authorized representative and minutes prepared to record the outcome of the negotiations.

33.2 If the negotiations fail, the Procuring Entity shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Procuring Entity shall terminate the negotiations informing the Consultant of the reasons for doing so. The Procuring Entity will invite the next-ranked Consultant to negotiate a Contract. Once the Procuring Entity commences negotiations with the next-ranked Consultant, the Procuring Entity shall not reopen the earlier negotiations.

34. Letter of Award

34.1 Upon expiry of the Standstill Period, specified in ITC 28.1, after satisfactorily addressing any appeal that has been filed within the Standstill Period, and upon successful negotiations, the Procuring Entity shall send a Letter of Award to the successful Consultant. The letter shall confirm the Procuring Entity's award of Contract to the successful Consultant and requesting the Consultant to sign and return the draft negotiated Contract within Twenty-One (21) Days from the date of the Letter of Award.

35. Signing of Contract

35.1 The Contract shall be signed prior to the expiration of the Proposal Validity Period and promptly after expiry of the Standstill Period, specified in ITC 28.1 and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.

35.2 The Consultant is expected to commence the assignment on the date and at the location specified in theData Sheet.

36. Publication of Procurement Contract

36.1 Within the period specified in the Data Sheet, the Procuring Entity shall publish the awarded Contract which shall contain, at a minimum, the following information: (a) name and address of the Procuring Entity; (b) name and reference number of the contract being awarded, (c) the selection method used; (d) names of the consultants that submitted proposals; (e) names of all Consultants whose

Proposals were rejected or were not evaluated; (f) the name of the successful consultant, the final total contractprice, the contract duration and a summary of its scope.

36.2 Consider carefully the information on Consultants to be published, particularly evaluation by the Procuring Entity, to avoid disclosing information which can facilitate bid-rigging formation going forward. Suggest amendment as follows:

36.3 The awarded Contract shall be published on the Procuring Entity's website with free access if available andin the official procurement tender portal.

37. Procurement Related Complaint and Administrative Review

37.1 The procedures for making Procurement-related Complaints shall be specified in the **TDS.**

37.2 A request for administrative review shall be made in the form provided under contract forms.

SECTION 2 (B). DATA SHEET

Reference toITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
A. General Provisions	
1(j)	Electronic procurement system shall NOT be used
2.1	Salaries and Remuneration Commission The consultant selection method shall be: Quality and Cost Based Selection Method (QCBS)
2.2	Financial Proposal to be submitted together with Technical Proposal in a single envelope. *Provision of consultancy services on review of Public Service Retirement Benefits laws/regulations and development of Public Service Retirement Benefit Policy Guidelines*
2.3	There will be NO pre-proposal conference
2.4	Any further inputs, project data, reports etc. are as indicated in the Terms of Reference
3.3 (iv)	There are no conflicting relationships
4.1	*N/A*
6.2	N/A
6.6 (a)	Debarred firms are not eligible to participate in the Tendering process
6.7	The margin of preference will be indicated where applicable
B. Preparation of Proposals	

10.1	The Proposal shall comprise the following: 1st inner envelope with technical proposal Technical Proposal: Power of attorney to sign the proposal TECH-1: Technical Proposal Submission Form TECH-2: Consultant's Organization and Experience TECH-3: Comments and Suggestions TECH-4: Description of Approach, Methodology and Work plan TECH-5: Work Schedule and Planning for Deliverables TECH-6: Team Composition, Assignment, and Key Experts' Input TECH-7: Mandatory Documentary Evidence AND 2nd inner envelope with financial proposal Financial Proposal: FIN-1: Financial Proposal Submission Form FIN-2: Summary of Costs FIN-3: Breakdown of Remuneration FIN-4: Breakdown of Reimbursable Expenses
11.1	Participation of Sub-consultants, and Key Experts in more than one Proposal is permissible:
12.1	Proposals must remain valid for 240 days after the proposal submission deadline.
13.1	Clarifications may be requested immediately due to its urgency.The contact information for requesting clarifications is: Head of Procurement. SRC email dmwacharo@src.go.ke or procurement @src.go.ke

Reference toITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	Williamson House, 6th Floor4th Ngong Avenue, Upper Hill,P.O Box 43126-00100, NAIROBI, KENYA. Tel: 020 2710065 E-mail: procurement@src.go.ke
14.1 (a)	N/A
14 (b)	N/A
14 (c) and 26.2	N/A
14 (d)	Key Experts shall not appear in more than one proposal: YES
16.1(b)	*All reimbursable cost must be factored in the tender sum*
16.2	No price Adjustments
16.3	"Information on the Consultant's tax obligations in the Procuring Entity's country can be foundon the Kenya Revenue Authority website: www.kra.go.ke
16.4	The Financial Proposal shall be stated in Kenya Shillings
C. Submission, Opening and Evaluation	
17.1	The Consultants *shall not* have the option of submitting their Proposals electronically.
17.5	The Consultant must submit a **i. Technical proposal: one (1) original and one (1) copy** **ii. Financial proposal: one (1) original and one (1) copy**
18.5	The Tender must be submitted no later than:Date: 24th February 2022 Time: 11:00 am East African Time The Tender submission address is: Salaries and Remuneration Commission P.O Box 43126- 00100 Nairobi, Kenya 5th Floor, Williamson House, 4th Ngong Avenue, Upper Hill- Nairobi
20.1	An online option of the opening of the bids is offered: No
20.2	In addition, the following information will be read aloud at the opening of the tender: Name of Bidders Bid Amount No. of pages of each bidders' bid documentNo. of copies of each bidders' submission

22.1	Other eligibility and mandatory criteria shall be as indicated in the evaluation criteria.
22.2	The Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals: ***As indicated in the evaluation criteria*** The minimum technical score (St) required to pass is*:* **70**
23.4	An online option of the opening of the Financial Proposal is NOT offered. Bidders who pass technical evaluation shall be notified via emails on the date, time and place of opening of the Financial proposals
29.1	Sf = 100 x Fm/ F, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration. The weights given to the Technical (T) and Financial (P) Proposals are: T = 80% P = 20% Proposals are 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) as following: S = St x T% + Sf x P%.
31	The Standstill Period shall be: **14 days** The procedures for making a procurement related complaint are detailed in the Public Procurement and Asset Disposal Act and Regulations. If a Consultant wishes to make a procurement related complaint or appeal, the Consultant shall submit its complaint to the Public Procurement Administrative Review Board.
D. Negotiations and Award	
32.1	Expected date and address for contract negotiations: ***To be notified***
35.2	Expected date for the commencement of the Services:Date: ***The contract signing date or notified then***
36.1	The publication of the contract award information following the completion of the contractnegotiations and contract signing will be done as following: The publication will be done within **14 days** after the contract signing
37.1	The procedures for making a Procurement-related Complaints are detailed in the "Regulations" available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke. If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit itscomplaint following these procedures, in writing (by the quickest means available, that is eitherby hand delivery or email to: **Title/position**: *Commission Secretary* **Procuring Entity**: *SRC* Email address*: P.O. Box 43126-00100 Nairobi* In summary, a Procurement-related Complaint may challenge any of the following:) the terms of the Tender Documents; and) the Procuring Entity's decision to award the contract.

A.	MANDATORY REQUIREMENTS	RESPONSIVENESS
No.	**Criteria**	
1.	Copy of certificate of incorporation/Registration	
2.	Copy of a valid tax compliance certificate	
4.	Copy of CR12 for limited companies, CR13 for Partnerships or National Identification Card/Passport for Sole Proprietor	
6.	Dully filled signed and stamped Technical Proposal Submission Form	
7.	Dully filled signed and stamped form of disclosure of interest	
8.	Dully filled, signed and stamped Certificate of Independent Tender Determination Form	
9.	Dully filled, signed and stamped Form SD1	
10.	Dully filled, signed and stamped Form SD2	
11.	Dully filled, signed and stamped Declaration and Commitment to the code of ethics Form	
12.	Tender-security declaration form	
13.	Written declaration letter signed and stamped by an attorney/commissioner for oaths that the firm/ person/tenderer is not guilty of violation of fair employment laws and practices	
14.	Tender document MUST be sequentially **Paginated/serialized/ Numbered on each page including all the attachments in theorder of 1, 2,3 …….**	

Note:
Tenderers have to meet all the mandatory requirements to proceed for Technical Evaluation.

B. TECHNICAL EVALUATION- WEIGHTED AT 70 POINTS

	Evaluation Criteria	Award Criteria in Points	Points Gained	Remarks
1	Specific experience of the consultant, as a firm, relevant to the assignment (Attach proof contract, LSO, award letter for at maximum of 5 firms each firm 6 marks	30		

2	Proposed team leader experience and educational background. (Experience for maximum 5 years, 1 mark each year)- Max 5 Master Degree 15 marks Bachelor Degree 10 marks Diploma certificate 5 mark *Attach CVs and copy of academic certificates*	20		
3.	Proposed team experience and educational background for maximum 3 staff. (Experience for maximum 3 years, 2 mark each year)- Max 6 Master Degree 5 marks for each Bachelor Degree 3 marks for each Diploma certificate 1 mark for each *Attach CVs*	21		
4.	Organization structure. *Attach detailed organization structure*	9		
5.	Detailed work plan for the assignment	20		
TOTAL		**100**		

PASS MARK IS 70%

C. FINANCIAL EVALUATION- WEIGHTED AT 30 POINTS

Mandatory financial evaluation

No.	Criteria		

Sf = 100 x Fm/ F, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.

The weights given to the Technical (T) and Financial (P) Proposals are:

T = 80%

P = 20%

The Bidder who shall be determined as the **highest scored evaluated bidder** after surpassing the minimum technical score shall be considered and recommended for award

SECTION 3. TECHNICAL PROPOSAL – STANDARD FORMS

{*Notes to Consultant* shown in brackets {} throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

1. FORMTECH-1: TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: *[Name and address of Procuring Entity]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for ……..
[Insert title of assignment] in accordance with your RFP dated ……*[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal in association/as a consortium/as a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: "of our letter of intent to form a joint venture" or, if a JV is already formed, "of the JV agreement"} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

OR

{If the Consultant's Proposal includes Sub-consultants, insert the following :} We are submitting our Proposal with the following firms as Sub-consultants:……. *{insert a list with full name and address of each Sub-consultant.}*

We hereby declare that:

a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Procuring Entity or maybe sanctioned by the PPRA.

b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.

c) We have no conflict of interest in accordance with ITC3.

d) We meet the eligibility requirements as stated in ITC6, and we confirm our understanding of our obligation to abide by the Government's policy in regard to corrupt, fraudulent and prohibited practices as per ITC5.

e) In competing for (and, if the award is made to us, in executing) the Contract,

we undertake to observe the laws against fraud and corruption, including bribery, as well as laws against anti-competitive practices, including bid rigging in force in Kenya; we hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption or anti-competitive practices.

f) We confirm that we are not insolvent, in receivership, bankrupt or on the process of being of being wound up.

g) The Consultant shall declare in the Technical Proposal Submission Form, that in competing for and executing a contract, it shall undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against anti-competitive practices including bid-rigging.

(h) We are not guilty of any serious violation of fair employment laws and practices. We undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against collusive and anti-competitive practices, including bid rigging. To this effect we have signed the "Certificate of Independent Proposal Determination" attached below. We also undertake to adhere by the Code of Ethics for persons participating in Public Procurement and Asset Disposal Activities in Kenya, copy available from www.ppra.go.ke (*specify website*) during the procurement process and the execution of any resulting contract.

(l) We, along with any of our sub-consultants are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA.

(e) Except as stated in the ITC12 and Data Sheet, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause12 andITCClause29.3 and 29.4 may lead to the termination of Contract negotiations.

(j) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

(k) We understand that the Procuring Entity is not bound to accept any Proposal that it receives.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 32.2 of the Data Sheet.

We remain,

Yours sincerely,

Authorized Signature…… *{In full and initials}:*

Name and Title of Signatory: ……..

Name of Consultant ……*(company's name or JV's name):*

Contact information *(phone and e-mail):*…….

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

Seal/Stamp…..

1. CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION

I, the undersigned, in submitting the accompanying **Technical Proposal Submission Form** to Salaries and Remuneration Commission **f**or Provision of consultancy services on review of Public Service Retirement Benefits laws/regulations and development of Public Service Retirement Benefit Policy Guidelines **Tender no.** SRC/OP/57/2021- 2022 in response to the request for tenders made by:_____*[Name of Tenderer]* do hereby makethe following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____*[Name of Tenderer]that*:

1. I have read and I understand the contents of this Certificate;

2. I understand that the Tender will be disqualified if this Certificate is found not to be true and completein every respect;

3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submitthe Tender on behalf of the Tenderer;

4. For the purposes of this Certificate and the Tender, I understand that the word "competitor" shall includeany individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:

- Has been requested to submit a Tender in response to this request for tenders;
- could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;

5. The Tenderer discloses that [check one of the following, as applicable]:

- The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
- The Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in theattached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;

6. In particular, without limiting the generality of paragraphs(5)(a) or (5) (b)above, there has been noconsultation, communication, agreement or arrangement with any competitor regarding:

- prices;
- methods, factors or formulas used to calculate prices;
- the intention or decision to submit, or not to submit, a proposal; or
- the submission of a proposal which does not meet the specifications of the request for proposals; except as specifically disclosed pursuant to paragraph(5)(b) above;

7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this RFP relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph(5)(b) above;

8. The terms of the RFP have not been, and will not be, knowingly disclosed by the Consultant, directly

or indirectly, to any competitor, prior to the date and time of the official proposed opening, or of theawarding of the Contract, whichever comes first, unless otherwise required by law or as specificallydisclosed pursuant to paragraph(5)(b) above.

Name

Title

Date

[Name, title and signature of authorized agent of Consultant and Date]

Signature……

Seal/Stamp……

FORM FOR DISCLOSURE OF INTEREST - Interest of the Firm in Salaries and Remuneration Commission.

i) Are there any person/persons in .... (*SRC)* who has/have an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

No	Name of the person	Designation in SRC	Interest or relationship with tenderer

Conflict of interest disclosure

		Disclosure YES OR NO	**If YES provide details of the relationship with Tenderer**
1	Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Quotation has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the quotation of another tenderer, or influence the decisions of the Procuring Entity regarding this quotation process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the quotation.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specifiedin this Quotation Document.		

7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Quotation document or specifications of the Contract, and/or the Quotation evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the such Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the quotation process and execution of the Contract.		

Certification

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name_____

Title or Designation_____

Signature _____ Date _____

Seal/Stamp

2 APPENDIX TO FORM OF PROPOSAL ON FRAUD AND CORRUPTION CLAUSE (for Information)

(Appendix shall not be modified)

Purpose

the government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act *(no. 33 of 2015)* and its Regulation, and any otherKenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

Requirements

The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engagedin procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts ,and refrain from Fraud and Corruptionand fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

Kenya's public procurement and asset disposal act *(no.33 of 2015)* under Section 66 describes rules to befollowed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:

(1) a person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive orfraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;

(2) A person referred to under sub section (1) who contravenes the provisions of that sub-section commits an offence;

(3) Without limiting the generality of the subsection (1) and (2), the person shall be: -

a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or

b) if a contract has already been entered into with the person, the contract shall be avoidable;

(4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;

(5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement— i) Shall not take part in the procurement proceedings;

ii) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and

iii) Shall not be a sub-contractor for the tender to whom was awarded contract, or a member of the group of tenderers to whom the contract was awarded, but the sub-contractor appointed shall meetall the requirements of this Act.

(6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose

theconflict of interest to the procuring entity;

(7) If a person contravenes sub section (1) with respect to a conflict of interest described in subsection (5)(a)and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer.

(8) Incompliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:

a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:

i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

iii) "collusive practice "is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

v) "obstructive practice" is:

i) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriateauthority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party toprevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

ii) Acts intended to materially impede the exercise of the PPRA's or the appointed authority'sinspection and audit rights provided for under paragraph 2.3e. below.

b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:

"fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.

c) Rejects a proposal or award [1] of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors,service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt,fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommendto appropriate authority (ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;

e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers),Consultants, Contractors, and Suppliers and their Sub-contractors, Sub- consultants, Service providers, Suppliers, Agents personnel, permit the PPRAor any other appropriate authority appointed by Government of Kenya to inspect[2]all accounts,records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority

appointed by Government of Kenya; and

f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a "Self-Declaration Form" as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution havenot engaged/will not engage in any corrupt or fraudulent practices.

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[1] *For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in A consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.*

[2] *Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies there of as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.*

3. FORM TECH-2: CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of theConsultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of theConsultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

Provide here a brief description of the background and organization of your company, and-in case of a jointventure-of each member for this assignment.

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last five (5) years.

2. List only those assignments for which the Consultant was legally contracted by the Procuring Entity as a company or was one of the joint venture partners. Assignments completed by the Consultant's individualexperts working privately or through other consulting firms cannot be claimed as the relevant experienceof the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by theExperts themselves in their Curriculum Vitae (CV).

3. The Consultant shall substantiate their claimed experience by presenting copies of relevant documents such as the form of contract (not the whole contract), purchase order, service order, performance certificate, etc.; which shall be included in the proposal as part of *Form Tech 7 Mandatory Documentary Evidence.*

Assignment name:	**Approx. value of the contract [KES, etc.]:**
Country:	Duration of assignment (months):
Name of Procuring Entity:	Total Nº of staff-months of the assignment:
Contact Address: Email:	Approx. value of the services provided by your firmunder the contract:
Start date (month/year):Completion date:	Nº of professional staff-months provided by associated Consultants:
Role on Assignment:	Name of senior professional staff of your firm involved and functions performed:
Narrative description of assignment:	
Description of actual services provided by your staff within the assignment	
Name of consulting firm:	Name and title of signatory:

3. FORM TECH-3: COMMENTS AND SUGGESTIONS

Form TECH-3: The Consultant to provide comments and suggestions on the Terms of Reference, counterpart staff and facilities to be provided by the Procuring Entity that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Procuring Entity, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{Include comments on counterpart staff and facilities to be provided by the Procuring Entity. For example,administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

3. FORMTECH-4: DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN

Form TECH-4: a description of the approach, methodology and work plan in responding to the terms of reference for performing the assignment, including a detailed description of the proposed methodology andstaffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{The structure of your Technical Proposal:

a) Technical Approach and Methodology

b) Work Plan

c) Organization and Staffing}

i) *Technical Approach and Methodology. {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TOR sin here.}*

ii) *Work Plan*. {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Entity), and tentative delivery dates of their ports. The proposed work plan should be consistent with the technical approach and methodology, showing yourunderstanding of the TOR and ability to translate them into a feasible working plan. A list of thefinal documents (including reports) to be delivered as final output(s)should be included here. Thework plan should be consistent with the Work Schedule Form.}

iii) *Organization and Staffing. {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}*

4. FORM TECH-5: WORK SCHEDULE AND PLANNING FOR DELIVERABLES(Fill as appropriate in line with the TORs)

No.	Deliverables	Week											
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL
D-1	**Inception report and meeting**												
	Activities												
	1)												
	2)												
	3) etc.												
D-2	**Submission of appeal proceedings**												
	Activities												
	1)												
	2)												
	3) etc.												

1. List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Procuring Entity's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
2. Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart

6. FORMT ECH- 6A: TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)		
		Position		D-1	D-2	D-3	.....	D-...				Home	Field	Total
KEY EXPERTS														
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[*Home]*	[2 month]	[1.0]	[1.0]								
			[*Field*]	[0.5 m]	[2.5]	[0]								
K-2														
K-3														
N														
								Subtotal						
NON-KEY EXPERTS														
N-1			[*Home*]											
			[*Field*]											
N-2														

N																
										Subtotal						
										Total						

1. For Key Experts, the input should be indicated individually for the same positions as required under the ITC Data Sheet 21.2
2. Months are counted from the start of the assignment/mobilization. One (1) month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
3. "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in Kenya, or outside the normal residence of the Expert in Kenya or any other country outside the expert's country of residence.

Full time input Part time input

6. FORM TECH-6B: CURRICULUM VITAE (CV)

Position Title and No.	*{e.g., K-1, Team Leader}*
Name of Expert:	*{Insert full name}*
Date of Birth:	*{day/month/year}*
Country of Citizenship	

Education: *{List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}*

Employment record relevant to the assignment: *{Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous Procuring Entity's and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}*

Period	**Employing organization and your title/position. Contact Infor for references**	**Country**	**Summary of activities performed relevant to the Assignment**
[e.g., May 2011-present]	[e.g., Ministry of ……, advisor/consultant to… For references: Tel… ……. /e-mail……; Mr. Bbbbbb, deputy manager]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work):

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	**Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks**
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)	

Expert's contact information :(e-mail…….....
phone
.....
)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification by the Procuring Entity,and/or sanctions by the PPRA.

Name of Expert_____Signature_____Date _____
{day / month/year}

Name of

authorized_____Signature._____Date

_____ Representative of the

Consultant (the same who signsthe Proposal

7. FORMTECH-7: MANDATORY SUPPORT DOCUMENTS

[The Consultant shall use this form to submit all the required support documentary evidence as required in the RFP, especially the mandatory and eligibility criteria specified in the Data Sheet ITC 21.1]

a) Certificate of Incorporation/Certificate of Registration

{Insert here a copy of certificate of incorporation or registration}

b) Tax Compliance Certificate

{Consultant to insert a copy of the tax compliance certificate from Kenya Revenue Authority or similar body in the case of foreign consulting firms}

c) Similar Consulting Assignments Experience

{Consultant to insert here copies of the form of contract, purchase order, service order, and performance certificate or similar evidence of similar assignments carried out by the firm. The assignments shall be the same as those provided under FORM TECH 2B}

d) Academic Certificates

{Consultant to insert copies of the required relevant academic certificates relevant to the assignment for all the key experts}

e) Professional Certificates

{Consultant to insert copies of professional certificates and relevant short-term trainings to demonstrate professional qualifications for all the key experts}

f) Certificate of Independent Proposal Determination

(The Form is available on Tech FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM).

FORM TECH - 8: <u>SELF-DECLARATION FORMS</u>

FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THEMATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I, ..., of Post Office Box ..... being a resident of ..... in the Republic of..... do hereby make a statement as follows: -

1. THAT I am the Company Secretary/Chief Executive/Managing Director/Principal Officer/Director of ..... (Insert name of the Company) who is a Bidder in respect of **Tender** No. SRC/OP/57/2021- 2022 for Provision of consultancy services on review of Public Service Retirement Benefits laws/regulations and development of Public Service Retirement Benefit Policy Guidelines**.**
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to here in above is true to the best of my knowledge, information and belief.

.... (Title)

(Signature) (Date)

Bidder Official Stamp

FORM SD2

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE INANY CORRUPT OR FRAUDULENT PRACTICE.

I, ... of P. O. Box. .....being a resident of

..... in the Republic of.....do hereby make a statement as

follows: -

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of..... *(insert name of the Company)* who is a Bidder in respect of **Tender No. SRC/OP/57/2021 -2022** for Provision of consultancy services on review of Public Service Retirement Benefits laws/regulations and development of Public Service Retirement Benefit Policy Guidelines and duly authorized and competent to make thisstatement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any memberof the Board, Management, Staff and/or employees and/ or agents of **SRC** which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of SRC.

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with otherbidders participating in the subject tender.

5. THAT what is deponed to herein above is true to the best of my knowledge information andbelief.

....

..... (Title) (Signature)

(Date)

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I..... (*person)* on behalf of ***(Name***

of the Business/ Company/Firm).....declare that I have read and fully

understood the contents of the Public Procurement & Asset Disposal Act,2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal Activities in Kenya and my responsibilities underthe Code.

I do here by commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory.....

Sign.....

Position.....

Office address.....

Telephone.....

Email.....

Name of the Firm/Company.....

Date.....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name .....

Sign.....

Date.....

FORM TECH - 9: TENDER-SECURING DECLARATION FORM {r 46 and 155(2)}

[The Bidder shall complete this Form in accordance with the instructions indicated]

Date: .....*[insert date (as day, month and year)* of Tender Submission]

Tender No.....*[insert number of tendering process]*

To: .....[insert complete name of Purchaser]

I/We, the undersigned, declare that:

1. I / We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.

2. I /We accept that I/we will automatically be suspended from being eligible for tendering in any contract with thePurchaser or the period of time of……..[insert number of months or years] starting on……[insert date],if we are in breach of our obligation (s)under the bid conditions, because we–(a) have withdrawn our tender during the period oftender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity,(i) fail or refuse to execute the Contract, if required, or (ii) failor refuse to furnish the Performance Security, in accordance with the instructions to tenders.

3. I / We understand that this Tender Securing Declaration shall expire if we arenot the successful Tenderer (s), upon the earlier of:

a) Our receipt of a copy of your notification of the name of the successful Tenderer; or

b) Thirty days after the expiration of our Tender.

4. I/We understand that if I am /we are/in a Joint Venture, the Tender Securing Declaration must be in the name ofthe Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: .....Capacity /

title (director or partner or sole proprietor, etc.) .....Name:

…….

Duly authorized to sign the bid for and on behalf of: ..... *[insert complete name of Tenderer]* Dated on

..... day of..... *[Insert date of signing]*

Seal or stamp

SECTION 4.
FINANCIAL PROPOSAL - STANDARD FORMS

{Notes to Consultant shown in brackets { ..... } provide guidance to the Consultant to prepare the Financial Proposals; they should
not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to theinstructions provided in Section 2.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

1: FINANCIAL PROPOSAL SUBMISSION FORM

.....{Location, Date}
To:
Commission Secretary
Salaries and Remuneration Commission
P.O. Box 43126-00100

Nairobi. Dear Sirs:

We, the undersigned, offer to provide the consulting services for Provision of consultancy services on review of the Public Service Retirement Benefit Laws and development of the Public Service Retirement Benefit Policy Guidelines **- SRC/OP/57/2021 – 2022** in accordance with your Proposal document dated 8th February 2022 and our Technical Proposal.

Our attached Financial Proposal is for the amount of Kenya shillings

.....

.....{*Insert amounts in words and figures*}, including of all taxes in accordance with ITC24.2 in the Data Sheet. The estimated amount of local taxesis ..... {*Insert amount in words and figures*}. {*Please note that all amounts shall be the same as in Form FIN-2}*.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting fromContract negotiations, for the period of time specified in the ITC12.1 Datasheet.

No commissions or gratuities have been or are to be paid by us to agents or any third party relating to thisProposal and Contract execution.

We understand you are not bound to accept any Proposal you receive.We remain, Yours sincerely,

Signature:_____*(of Consultant's authorized representative) {In full and initials}*:Full name:_____*{insert full name of authorized representative}*

Title:
_____*{insert title/position of authorized representative}* Name of Consultant:_____*(company's*

*name or JV's name)*Capacity:_____*{insert the person's capacity to sign for the Consultant}*

Physical Address:_____*{insert the authorized representative's address}*
Phone:_____*{insert the authorized representative's phone and fax number, if applicable}*

Seal/Stamp……

Email:_____*{insert the authorized representative's email address}*

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power ofattorney to sign on behalf of all members shall be attached}

2: SUMMARY OF COSTS

Item	Cost			
	{Consultant must state the proposed Costs in accordance with ITC 16.4 of the Data Sheet; delete columns which are not used}			
	{Insert Foreign Currency # 1}	*{Insert Foreign Currency # 2, if used}*	*{Insert Foreign Currency # 3, if used}*	*{Insert Local Currency, if*
Cost of the Financial Proposal				
Including:				
(1) Remuneration				
(2) Reimbursables				
Subtotal [Remuneration + Reimbursables]				
Taxes:				
{insert type of tax e.g., VAT or sales tax}				
{e.g., withholding tax on experts' remuneration}				
{insert type of tax}				
Total Taxes				
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}				

SECTION 5.
TERMS OF REFERENCE: SCHEDULE OF REQUIREMENTS

TERMS OF REFERENCE (TORs) FOR REQUIREMENTS FOR PROVISION OF SHORT-TERM CONSULTANCY ON REVIEW OF PUBLIC SERVICE RETIREMENT BENEFITS LAWS/REGULATIONS AND DEVELOPMENT OF PUBLIC SERVICE RETIREMENT BENEFITS POLICY GUIDELINES

1.0 BACKGROUND

The Salaries and Remuneration Commission (SRC) is established under Article 230 (1) of the Constitution of Kenya to set and regularly review the remuneration and benefits of all State Officers, and to advise the national and county governments on the remuneration and benefits of all other public officers. In discharging its mandate, the Commission is guided by the constitutional principles set out in Article 230 (5) of the Constitution, and Section 12 of the Salaries and Remuneration Commission Act, 2011.

a) The constitutional principles are:
   (i) The need to ensure that the total public compensation bill is fiscally sustainable;
   (ii) The need to ensure that the public services can attract and retain the skills required to execute their functions;
   (iii) The need to recognize productivity and performance; and
   (iv) Transparency and fairness.

b) Statutory requirement: Equal remuneration to persons for work of equal value as required by Section 12 of the SRC Act, 2011.

Pursuant to its constitutional mandate, the Commission is required to review and advice on remuneration and benefits payable in the Public Service, including retirement benefits. Consequently, the Commission intends to engage the services of a consultant to review all the existing laws and regulations, policies and practices governing retirement benefits in the public service, identify any gaps/areas of disparities and make recommendations to address the identified disparities including proposals for review of the laws. Further, the Consultant shall be required to develop policy guidelines for streamlining the management and administration of retirement benefits in the public service. The need to undertake the exercise is key to managing the pension bill to ensure its affordability and fiscal sustainability and in addressing the existing disparities in provision of retirement benefits to ensure the benefits are harmonized, fair and equitable.

2.0 SCOPE

The Consultancy Firm/Consultant shall be required to:

(a) Review all the laws and regulations, policies and practices governing retirement benefits in the public service with a view of identifying any gaps or areas of disparity;

(b) Make proposals to address the identified gaps/areas of disparity;

(c) Undertake comparative studies of retirement benefits policies and practices in the private sector and other jurisdictions comparable to Kenya;

(d) Undertake stakeholder engagements with key stakeholders; and

(e) Develop policy guidelines to guide in streamlining retirement benefits in the public service.

3.0 OBJECTIVES

The general objective of this consultancy is to review and make proposals on streamlining the existing public service retirement benefits laws and regulations, policies and practices and to develop Public Service retirement benefits policy guidelines.
The specific objectives of the Consultancy shall be to:

(i) Review the existing legal and regulatory framework, policies ad practices governing retirement benefits in the Public Service;

(ii) Identify gaps or areas of disparity in the existing legal and regulatory framework governing retirement benefits in the Public Service; and

(iii) Make recommendations on the need for any reviews or new laws to address the identified gaps or disparities;

(iv) Consolidate and harmonize the public sector retirement benefits laws at both the National and County Governments level; and

(v) Develop retirement benefits policy guidelines for the public service to guide in streamlining the management and administration of the benefits.

4.0 TIMELINES

To achieve the above, the consultancy firm/consultant is expected to complete the task within **six months**. The work is expected to commence on or about **1st April, 2022.**

5.0 DELIVERABLES

The following deliverables are expected from the Consultancy Firm/Consultant:

(a) An inception report that includes:

(i) The Consultant's understanding of the ToRs;

(ii) A description of the approach and methodology proposed for undertaking the assignment and proposed strategy and presentation;

(iii) The identified public service retirement benefits laws and regulations, policies and practices to be reviewed by the Consultant; and

(iv) Work plan.

(b) Progress monitoring reports on the assignment including a report on the comparative studies of retirement benefits policies and practices in the Private Sector and other jurisdictions comparable to Kenya with identified best practices. (Jurisdictions to be agreed jointly with Commission);

(c) Final report on the study of the public service retirement benefits laws and regulations, policies and practices; and

(d) Public Service Retirement Benefits Policy Guidelines.

6.0 QUALIFICATIONS AND REQUIREMENTS

6.1 Qualifications and Experience of Individual Consultant

(a) The tasks require a Consultant who is able to understand and interpret different laws and regulations governing retirement benefits in the Public Service.

(b) The Consultant must have extensive knowledge and demonstrable skills in pension and other retirement benefits matters. This shall be evidenced through indication of similar assignments carried out in the country and other developing country/ies.

(c) The Consultant must submit his/her Curriculum Vitae (CV) and must have not less than ten (10) years' experience and a degree in a relevant discipline.

(d) The Consultant must have the ability to work and deliver quality results under pressure.

Or

6.2 Requirements for Consultancy Firm

The Consultancy Firm must be a firm of repute and must submit a detailed company profile attaching the following:

(i) Certified copies of company Certificate of incorporation;

(ii) Valid Tax compliance certificate;

(iii) Signed Curriculum Vitae (CV's) for the project team, including the lead consultant;

(iv) Evidence of having completed similar engagement/assignment in either private or public organizations or in other countries (attach three (3) reference letters for projects completed during the past 5 years);

(v) Firms can bid individually or joint ventures; and

(vi) Details of Directorship/Ownership (Attach Certified copy of current CR12 if limited company).

7.0 REPORTING RESPONSIBILITIES

The Consultancy Firm/Consultant will report to the **Chief Executive Officer/Secretary of the Salaries and Remuneration Commission** and the Commission's Committee on Allowances and Benefits.

Responsibility of the Client: The SRC will provide introduction letters for accessing any required reports and documents or for meeting arrangements with relevant ministries, departments and agencies and stakeholders.

8.0 CONFIDENTIALITY

The parties shall at all times during the execution of this ToRs and after its termination:

(i) Not disclose any confidential or restricted information (whether or not stated as such) to any other person, body corporate or other organization; and
(ii) Not use any confidential or restricted information for any purposes other than the performance of their obligations as contained in the ToRs.

9.0 TERMS OF PAYMENT

Payment shall be made in three installments, 30% after submission, presentation and acceptance of inception report, 30% after submission, presentation and acceptance of 1st draft report and 40% after submission, presentation and acceptance of the final report.

9.0 WORK PLAN

The work plan for undertaking the activity is shown in the below Table (work plan).

Table: Workplan

#	EXPECTED OUTPUT	KEY ACTIVITIES	TIME FRAME IN WEEKS																																		
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33
1.	Expression of Interest	Invitation and processing of bidders.																																			
2.	Request for Proposal (RFP)	Evaluation of bids and award of tender																																			
3.	Procured Consultant (Consultancy Firm)	Appeal waiting period and Contract signing																																			
4.	Inception Report	Development and approval of the Inception Report																																			
5.	Initial Report on the study of Public	(a) Undertake Literature review on Laws and Regulations, policies																																			

#	EXPECTED OUTPUT	KEY ACTIVITIES	TIME FRAME IN WEEKS																																
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33
	Service Retirement Benefits Laws & Regulations, Policies and Practices	and practices governing retirement benefits inthe publicservice; (b) Undertake comparative studies of retirement benefits policies and practices in other jurisdictions comparabl e to Kenyawith identified best practices (c) preparation of initial draft Report with recommendations on the																																	

#	EXPECTED OUTPUT	KEY ACTIVITIES	TIME FRAME IN WEEKS																																
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33
		identified gaps; and (d) Presentation of the Report to the Commission.																																	
6.	Final report on the study ofthe public service retirement benefits laws and regulations, policies and practices	Preparation of Final Report incorporating feedback from the Commission.																																	
7.	Initial draft of the Public Service Retirement	(a) Development of thedraft PublicService Retirement Benefits																																	

#	EXPECTED OUTPUT	KEY ACTIVITIES	TIME FRAME IN WEEKS																																		
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33
	Benefits Policy Guidelines.	Policy Guidelines; (b) Presentation to the Commission; (c) Incorporation of the Commission's input into the final draft.																																			
8.	Stakeholder Feedback Reporton the Draft Guidelines	(a) Identification of Stakeholders and mode of sharing thedraft guidelines. (b) Issuance of the draft guidelines; (c) Receipt and compilation of feedback from stakeholders;																																			

#	EXPECTED OUTPUT	KEY ACTIVITIES	TIME FRAME IN WEEKS																																		
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33
		(d) Presentation of stakeholder feedback report to the Commission.																																			
9.	Final Public Service Retirement Benefits Policy Guideline.	(a) Preparation of final Public Service Retirement Benefits Policy Guidelines incorporating Commission feedback on the Stakeholderr engagement feedback report; (b) Presentation of final guidelines to the																																			

#	EXPECTED OUTPUT	KEY ACTIVITIES	TIME FRAME IN WEEKS																																		
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33
		Commission; (c) Incorporation of the Commission's input; and (d) Sharing of final guidelines.																																			

SECTION 7:
GENERAL CONDITIONS OF CONTRACT
A. GENERALPROVISIONS

1. Definitions

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

a) "Applicable Law" means the laws and any other instruments having the force of law in Kenya.

b) "Procuring Entity" means the Procuring Entity that signs the Contract for the Services with the Selected Consultant.

c) "Consultant" means a legally - established professional consulting firm or entity selected by the Procuring Entity to provide the Services under the signed Contract.

d) "Contract" means the legally binding written agreement signed between the Procuring Entity and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).

e) "Day" means a working day unless indicated otherwise.

f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC11.

g) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.

h) "Foreign Currency" means any currency other than the Kenya Shilling.

i) "GCC" means these General Conditions of Contract.

j) "Government" means the government of Kenya.

k) "Joint Venture (JV)" means an association with or without a legal personality distinct from thatof its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Entity for the performance of the Contract.

l) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken in to account in the technical evaluation of the Consultant's proposal.

m) "Local Currency" means the Kenya Shilling.

n) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Subconsultant to perform the Services or any part thereof under the Contract.

o) "Party" means the Procuring Entity or the Consultant, as the case may be, and "Parties" means both.

p) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.

q) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

r) "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.

s) "Third Party" means any person or entity other than the Government, the Procuring Entity, the

Consultant or a Sub-consultant.

2. Relationship between the Parties

2.1 Nothing contained here in shall be construed as establishing a relationship of master and servant or of principal and agent as between the Procuring Entity and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by the moron their behalf here under.

3 Law Governing Contract

3.1 This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

4 Language

4.1 This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

5 Headings

5.1 The headings shall not limit, alter or affect the meaning of this Contract.

6 Communications

6.1 Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC4. Any such notice, request or consent shall be deemed to have been give nor made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.

6.2 A party may change its address for notice here under by giving the other Party any communication of such change to the address specified in the SCC.

7 Location

7.1. The Services shall be performed at such locations as are specified in Appendix A here to and, where the location of a particular task is not so specified, at such locations, whether in Kenya or elsewhere, as the Procuring Entity may approve.

8 Authority of Member in Charge

8.1 In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCCto act on their behalf in exercising all the Consultant's rights and obligations towards the ProcuringEntity under this Contract, including without limitation the receiving of instructions and payments from the Procuring Entity.

9. Authorized Representatives

9.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Procuring Entity or the Consultant may be taken or executed bythe officials specified in the SCC.

10 Corrupt and Fraudulent Practices

10.1 The Government requires compliance with its policy and laws in regard to corrupt and fraudulent or prohibited practices as set forth in its laws and policies.

a. Commissions and Fees

10.2 The Procuring Entity requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process

or execution of the Contract. The information disclosed must include at least the name and address of the agent or the other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract by the Procuring Entity and/or sanctions by the PPRA.

Commencement, Completion, Modification and Termination of Contract.

11 Effectiveness of Contract

11.1 This Contract shall come into force and effect on the date (the "Effective Date") of the Procuring Entity's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

12 Termination of Contract for Failure to Become Effective

12.1 If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty-two (22) days written notice to the other Party, declare this contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

13 Commencement of Services

13.1 The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

14. Expiration of Contract

14.1 Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

15 Entire Agreement

15.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

16 Modifications or Variations

16.1 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.

16.2 Force Majeure

a. Definition

17.1 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations here under impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

SECTION 8:

SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a) and 3.1: Applicable law	**The Contract shall be construed in accordance with the law of** Kenya
4.1: Language	**The language is: English.**
6.1 and 6.2: Communications	**The addresses are:** Client : Salaries and Remuneration Commission Attention : Head of Procurement E-mail (where permitted): N/A procurement@src.go.ke Consultant : _____ Attention : _____ Facsimile : _____ E-mail (where permitted) : _____
8.1: Authority of member in charge	*If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Sub-Clause SCC 6.1 should be inserted here.]* **N/A**
9.1: Authorized representatives	**The Authorized Representatives are**: For the Client: HEAD OF PROCUREMENT For the Consultant: _____ *[name, title]*
11.1: Effectiveness of Contract	The Contract shall come into force at the date of Contract signature or suchother date as agreed. There is no effectiveness condition.
13.1: Commencement of Services	The Services shall start on: (The date will be advised in the letter of notificationof award)
14.1: Expiration of Contract	**The time period shall be**: *Appeal period*
23.1: Liability of the Consultant	The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations: "Limitation of the Consultant's Liability towards the Client: (a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;

24.1: Insurance to be taken out by the Consultant	**The insurance coverage against the risks shall be as follows:** a) Professional liability insurance, with a minimum coverage of [*insert amount (and currency) which should be not less than the total Contract amount*]; b) Third Party liability insurance, with a minimum coverage of *[insert amount and currency or state "in accordance with the Applicable law"]* ; c) Client's liability and workers' compensation insurance for the Consultant's Experts and Subconsultants in accordance with the relevant provisions of the Applicable law in the Client's country, as well as, with

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	Respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate.
26.2:	The Consultant shall not use the documents for purposes unrelated to this Contract without the prior written approval of the Client.]
40.2: Ceiling amount (time-based) or Contract price (lump-sum)	**The Contract price lump-sum is:_____** *[insert amount and currency for each currency]* **inclusive of local indirect taxes.**
44.1: The lump-sum Installment payments	**The payment schedule shall be agreed during negotiations on thebasis of contract milestones.**

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	a) Proceedings shall, unless otherwise agreed by the Parties, be held in [select a country which is neither the Client's country nor the Consultant's country]; b) The English language shall be the official language for all purposes; and c) The decision of the sole arbitrator shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

REQUEST FOR REVIEW

FORM FOR REVIEW (r.203 (1))

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….. for (Tender description).

REQUEST FOR REVIEW

I/We……,the above named Applicant(s), of address: Physical address P. O. Box

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.

By this memorandum, the Applicant requests the Board for an order/orders

that: 1.

2.

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