



**THE CHIEF EXECUTIVE OFFICER
RETIREMENT BENEFITS AUTHORITY
RAHIMTULLA TOWERS, 13th FLOOR
P.O. BOX 57733 - 00200
NAIROBI
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REQUEST FOR PROPOSALS

TENDER NO: RBA/RFP/STRATPLAN/613/745/2018

**TENDER NAME: REQUEST FOR PROPOSALS FOR THE DEVELOPMENT OF THE RBA
STRATEGIC PLAN 2019 - 2024**

JULY, 2018

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SECTION I - LETTER OF INVITATION

SECTION I: INVITATION TO TENDERERS

REQUEST FOR PROPOSAL FOR THE DEVELOPMENT OF THE RBA STRATEGIC PLAN 2019 - 2024

Date: 18th JULY, 2018

TENDER NO: RBA/RFP/STRATPLAN/613/745/2018

The RBA invites sealed bids from eligible consultants for **REQUEST FOR PROPOSALS FOR THE DEVELOPMENT OF THE RBA STRATEGIC PLAN 2019 - 2024**

- 1.1 Interested eligible candidates may obtain further information from *Retirement Benefits Authority, Rahimtulla Towers, 13th Floor, Upper Hill Road, and P.O. Box 57733 - 00200 NAIROBI* during official working hours between 8 a.m. - 5 p.m.
- 1.2 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and name and be deposited in the Tender Box at **The Retirement Benefits Authority Office, Rahimtulla Towers, 14th Floor, Upper Hill Road, Nairobi** or be addressed and posted to the **Chief Executive Officer, Retirement Benefits Authority Rahimtulla Towers, 13th Floor, P.O. Box 57733 - 00200, NAIROBI** so as to be received on or before **13th August, 2018 at 10:00a.m.** Kindly refer to the bid data sheet for more submission and other requirements information.
- 1.3 Prices quoted should be net inclusive of all taxes and delivery and must be in Kenya Shillings and shall remain valid for **90 days** from the closing date of the tender.

x

*Chief Executive Officer
Retirement Benefits Authority*

SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 INTRODUCTION

- 2.1.1 The Retirement Benefits Authority (RBA) will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the Data Sheet. The method of selection shall be as indicated by RBA in the Bid Data Sheet.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet for consulting services required for the assignment named in the said Data Sheet. A Technical Proposal only may be submitted in assignments where RBA intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, consultants are encouraged to liaise with RBA regarding any information that they may require before submitting a proposal.
- 2.1.4 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to RBA are not reimbursable as a direct cost of the assignment; and (ii) RBA is not bound to accept any of the proposals submitted.
- 2.1.5 RBA's employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.6 The price to be charged for the tender document shall be **Ksh.1, 000/= if hard copy is requested but free if downloaded from the RBA website www.rba.go.ke.**
- 2.1.7 RBA shall allow the tenderer to review the tender document free of charge before purchase.

2.2 CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

- 2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, facsimile or electronic mail to RBA's address indicated in the Data Sheet. RBA will respond by paper mail, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.
- 2.2.2 At any time before the submission of proposals, RBA may for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by paper mail, facsimile or e-mail to all invited consultants and will be binding on them. RBA may at its discretion extend the deadline for the submission of proposals.

2.3 PREPARATION OF TECHNICAL PROPOSAL

- 2.3.1 The Consultant's proposal shall be written in English language
- 2.3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 2.3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:
- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
 - (ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Data Sheet. The proposal shall however be based on the number of professional staff-time estimated by the firm.
 - (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or has an extended and stable working relationship with it.
 - (iv) Proposed professional staff must as a minimum, have the experience indicated in the Data Sheet, preferably working under conditions similar to those prevailing in Kenya.
 - (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

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

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

2.3.5 The Technical Proposal shall not include any financial information.

2.4 PREPARATION OF FINANCIAL PROPOSAL

2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow the format set in Section 8. It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.

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

- 2.4.3 Consultants shall express the price of their services in Kenya Shillings.
- 2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.
- 2.4.5 The Proposal must remain valid for 90 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. RBA will make its best effort to complete negotiations within this period. If RBA wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

2.5 **SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS**

- 2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.
- 2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Data Sheet. Each Technical Proposal and Financial Proposal shall be marked “**ORIGINAL**” or “**COPY**” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 2.5.3 The tender is two (2) envelope. Bidders should submit both technical and financial bids in separate envelopes.
- 2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.
- 2.5.5 After the deadline for submission of proposals, the Technical and Financial Proposal shall be opened immediately by the opening committee.

2.6 **PROPOSAL EVALUATION GENERAL**

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

2.7 EVALUATION OF TECHNICAL PROPOSAL

- 2.7.1 The evaluation committee appointed by RBA shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria indicated in **Article 2.7.1 of Bid Data Sheet**.

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

2.8 PUBLIC OPENING AND EVALUATION OF FINANCIAL PROPOSAL

- 2.8.1 The Financial Proposals may be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. RBA shall prepare minutes of the public opening.

- 2.8.2 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and shall not correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.

- 2.8.3 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.

- 2.8.4 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Data Sheet, be as follows:-

$Sf = 100 \times \frac{F_m}{F}$ where Sf is the financial Score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) Scores using the weights (T=the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + p = 1) indicated in the Data Sheet. The combined technical and financial Score, S, is calculated as follows: - $S = St \times T \% + Sf \times P \%$. The firm achieving the highest combined technical and financial Score will be invited for negotiations.

- 2.8.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

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

- 2.8.7 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price
- 2.8.8 Price variation requests shall be processed by RBA within 30 days of receiving the request.

2.9 NEGOTIATIONS

- 2.9.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.
- 2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. RBA and the firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from RBA to ensure satisfactory implementation of the assignment.
- 2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, RBA expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, RBA will require assurances that the experts will be actually available. RBA will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- 2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations RBA and the selected firm will initial the agreed Contract. If negotiations fail, RBA will invite the firm whose proposal received the second highest Score to negotiate a contract.
- 2.9.6 RBA shall appoint a team for the purpose of the negotiations.

2.10 AWARD OF CONTRACT

- 2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, RBA will promptly notify other consultants on the shortlist that they were unsuccessful.
- 2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in the Data Sheet.

2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

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

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

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

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

2.11 CONFIDENTIALITY

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

2.12 Corrupt or Fraudulent Practices

2.12.1 RBA requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.12.2 RBA will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.12.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

SECTION 3: INFORMATION TO CONSULTANTS

Bid Data Sheet

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

Reference Clause	
2.1	The name of the Client is: THE RETIREMENT BENEFITS AUTHORITY
2.1.1.	The method of selection is: QUALITY AND COST BASED SELECTION (QCBS)
2.1.2	Technical and Financial Proposals are requested: Yes, in TWO SEPARATE ENVELOPES. The name, objectives, and description of the assignment are: REQUEST FOR PROPOSALS TO DEVELOP THE RBA STRATEGIC PLAN 2019 - 2024
2.1.3	A pre-proposal conference will be held: No.
2.1.4	RBA will provide the following inputs: RBA will facilitate and provide all the data and information required and in their possession to facilitate the Development of the RBA Strategic Plan 2019 - 2014.
2.2.1	Clarifications may be requested 7 days before the Proposal closure date. The address for requesting clarifications is, The Chief Executive Officer Retirement Benefits Authority Rahimtulla Towers, 13th Floor P.O. BOX 57733-00200 NAIROBI. Email : info@rba.go.ke, Fax : +254 2809000

2.3.3	<p>TECHNICAL EVALUATION CRITERIA</p> <table border="1"> <tr> <td data-bbox="326 260 366 332">1.</td> <td data-bbox="366 260 1628 332">Company's Experience (15 marks)</td> </tr> <tr> <td data-bbox="326 332 366 832"></td> <td data-bbox="366 332 1628 832"> <p>a) Detailed company profile (in point form -indicating -core business, key achievements and major clients); (5marks)</p> <p>b) The firm must demonstrate experience in developing strategic plans for public or private sector organizations, in the last 5 years and attach evidence;</p> <ul style="list-style-type: none"> ▪ Evidence of engagement from at least four Clients (Letters of engagement, contract award etc.) (1.5 points each –total 6marks); ▪ Recommendation letters from at least four (1points each –total 4marks); </td> </tr> <tr> <td data-bbox="326 832 366 940">2.</td> <td data-bbox="366 832 1628 940">Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs) (40 Marks);</td> </tr> <tr> <td data-bbox="326 940 366 1209"></td> <td data-bbox="366 940 1628 1209"> <p>a) Technical approach and detailed Methodology (Elaborate on how the work will be done stating the technique to be used): (20 marks)</p> <p>b) Demonstrate how balance score card and enterprise risk management approach will be incorporated in the strategic plan (15Marks)</p> <p>c) Detailed Work-plan with clear milestones; (5 marks)</p> </td> </tr> <tr> <td data-bbox="326 1209 366 1323">3.</td> <td data-bbox="366 1209 1628 1323">Key Experts' qualifications and competence of the staff administering the Assignment as per the TOR: (Maximum 15marks)</td> </tr> <tr> <td data-bbox="326 1323 366 1996"></td> <td data-bbox="366 1323 1628 1996"> <p>Qualifications of lead consultant and key staff as per the TOR Attach certified copies of their degree certificates, professional certificates and CVs.</p> <p>a) <u>Lead Consultants (Max. 8Marks)</u></p> <ul style="list-style-type: none"> • Education (attach copies) <ul style="list-style-type: none"> • Masters degree:(5marks); • First degree certificate (1marks); • Certification in balance score card or enterprise risk management (3 Marks) <p>b) <u>Lead Consultant (Max. 5marks)</u></p> <ul style="list-style-type: none"> • Experience in strategic planning; <ul style="list-style-type: none"> ▪ 10years and above = (5marks) </td> </tr> </table>	1.	Company's Experience (15 marks)		<p>a) Detailed company profile (in point form -indicating -core business, key achievements and major clients); (5marks)</p> <p>b) The firm must demonstrate experience in developing strategic plans for public or private sector organizations, in the last 5 years and attach evidence;</p> <ul style="list-style-type: none"> ▪ Evidence of engagement from at least four Clients (Letters of engagement, contract award etc.) (1.5 points each –total 6marks); ▪ Recommendation letters from at least four (1points each –total 4marks); 	2.	Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs) (40 Marks);		<p>a) Technical approach and detailed Methodology (Elaborate on how the work will be done stating the technique to be used): (20 marks)</p> <p>b) Demonstrate how balance score card and enterprise risk management approach will be incorporated in the strategic plan (15Marks)</p> <p>c) Detailed Work-plan with clear milestones; (5 marks)</p>	3.	Key Experts' qualifications and competence of the staff administering the Assignment as per the TOR: (Maximum 15marks)		<p>Qualifications of lead consultant and key staff as per the TOR Attach certified copies of their degree certificates, professional certificates and CVs.</p> <p>a) <u>Lead Consultants (Max. 8Marks)</u></p> <ul style="list-style-type: none"> • Education (attach copies) <ul style="list-style-type: none"> • Masters degree:(5marks); • First degree certificate (1marks); • Certification in balance score card or enterprise risk management (3 Marks) <p>b) <u>Lead Consultant (Max. 5marks)</u></p> <ul style="list-style-type: none"> • Experience in strategic planning; <ul style="list-style-type: none"> ▪ 10years and above = (5marks)
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	<p style="text-align: center;">▪ Below 10 years=(2marks)</p> <p>c) Team Member (Max. 2Marks) Firm to provide list of their technical team who will be assigned to the assignment, their qualifications and experience. The Team members must have at least two (2) years' experience in their respective fields;(Attach CV's and evidence of professional membership/association-(if any))</p> <ul style="list-style-type: none"> • 2 staff members and above - (2 marks); • Below 2staff members (1 marks); <p>NOTE: BIDDERS WHO WILL SCORE ATLEAST 49/70 WILL BE INVITED FOR THE PITCH PRESENTATION</p>
4	<p>Pitch presentation - 30 Marks The criteria to be used for pitch presentation shall be given to successful bidders before the pitch presentation.</p>
2.4.2	<p>Taxes: All applicable taxes should be included in the financial proposal, as a separate amount.</p>
	<p>Bidders MUST submit one original and at least 2 copies (all bound) for both Technical and Financial Proposals</p>
2.5.4	<p>The proposal submission address is:</p> <p style="text-align: center;">The Chief Executive Officer Retirement Benefits Authority Rahimtulla Towers, 14th Floor P.O. BOX 57733-00200 NAIROBI. Email: info@rba.go.ke, Fax: +254 2809000. Website: www.rba.go.ke</p> <p>Information on the outer envelope should also include: PROPOSAL NUMBER AND PROPOSAL NAME</p>
2.6.1	<p>The Technical Proposal shall be submitted in a different envelope with the Financial Proposal envelope as described in 2.1.2</p>
	<p>Proposals must be submitted no later than the following date and time: 13th August, 2018 at 10:00 a.m. Any proposal that is submitted after this time will not be accepted.</p>
	<p>The consultants' fees shall be priced in Kenya Shillings</p>

	<p>The minimum Technical and Pitch Presentation score required to pass is 70/100. Bidders who score 70/100 and above will proceed to Financial evaluation.</p> <p>Thirty (30) Marks will be allocated to the Financial Proposal.</p>
2.7	<p>Mandatory Evaluation Criteria</p> <ul style="list-style-type: none"> i. Copy of a Valid Tax Compliance Certificate ii. Duly Completed Confidential Information Forms/Questionnaire; iii. Signed audited accounts for the last 2 years 2015/2016 and 2016/2017. iv. Certificate of incorporation/Registration Business Name
2.7.1	<p>The minimum technical score (St) required to pass is: 70 out of 100</p> <p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>$Sf = 100 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T = _____ 0.70 and P = _____ 0.30</p> <p>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: $S = St \times T\% + Sf \times P\%$. The Highest Evaluated Bid shall be awarded the bid.</p>

SECTION 4: GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached

together with all the documents listed in Clause 1 of such signed Contract;

- (c) "Contract Price" means the price to be paid for the performance of the Services in accordance with Clause 6 here below;
- (d) "Foreign Currency" means any currency other than the Kenya Shilling;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of the Republic of Kenya;
- (g) "Local Currency" means the Kenya Shilling;
- (h) "Member", in case the Consultant consists of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract;
- (i) "Party" means the Client or the Consultant, as the case may be and "Parties" means both of them;
- (j) "Personnel" means persons hired by the Consultant or by any Sub consultant as employees and assigned to the performance of the Services or any part thereof;
- (k) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (l) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and
- (m) "Sub consultant" means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

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

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

1.4 Notices Any notice, request, or consent made pursuant to this

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

- 1.5 Location The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Kenya or elsewhere, as the Client may approve.
- 1.6 Authorized Representatives Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.
- 1.7 Taxes and Duties The Consultant, Sub consultant[s] and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws Of Kenya, the amount of which is deemed to have been included in the Contract Price.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.
- 2.2 Commencement of Services The Consultant shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective or at such other date as may be specified in the SC.
- 2.3 Expiration of Contract Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period, after the Effective Date, as is specified in the SC.
- 2.4 Modification Modification of the terms and Conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.
- 2.5 Force Majeure
- 2.5.1 Definition For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible

or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach The failure of a Party to fulfill any of its
Of contract obligations under the Contract shall not be considered to be a breach of, or

default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

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

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

2.6 Termination

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

- (a) if the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultant becomes insolvent or bankrupt;
- (c) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Consultant, in the judgement of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in Contract execution.

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

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

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

(a) if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within sixty (60) days after receiving written notice from the Consultant that such payment is overdue; or

(b) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2 Payment Upon termination of this Contract pursuant to Termination clauses upon 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultant:

(e) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(f) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable costs incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General The Consultant shall perform the Services and carry out his obligations with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to

the Client and shall at all times support and safeguard the Client's legitimate interests in any dealing with Sub consultants or third parties.

1.2 Conflict of Interests

3.2.1 Consultant Not to benefit from commissions discounts, Etc.

(i) The remuneration of the Consultant pursuant to Not to Clause 6 shall constitute the Consultant's sole Benefit from remuneration in connection with this Contract or Commissions, the Services and the Consultant shall not accept Discounts, for his own benefit any trade commission,

discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.

(ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.

(iii) Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any

procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of the Client.

3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project

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

3.2.3 Prohibition of

Neither the Consultant nor his sub consultant[s] nor their personnel shall engage, either directly or

Conflicting Activities

indirectly in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract; or
- (b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

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

3.4 Insurance to be Taken Out by the and maintain, at his

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

3.5 Consultant's Actions requiring prior Approval

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

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

3.6 Reporting Obligations

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

3.7 Documents prepared by the consultant to be the property of the client

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become

and remain the property of the Client and the Consultant shall, not later than upon termination or expiration of this of the Client Contract, deliver all such documents and software to the Client together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

4. CONSULTANT'S PERSONNEL

- 4.1 Description of Personnel The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub consultants listed by title as well as by name in Appendix C are hereby approved by the Client.
- 4.2 Removal and/or Replacement Of Personnel (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

- 5.1 Assistance and Exemptions The Client shall use his best efforts to ensure that he provides the Consultant such assistance and exemptions as may be necessary for due performance of this Contract.
- 5.2 Change in the If after the date of this Contract, there is any Applicable Law change in the Laws of Kenya with respect to
Taxes and duties which increases or decreases the cost of the Services rendered by the Consultant, then the remuneration and reimbursable expenses otherwise payable to the

Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties and corresponding adjustments shall be made to the amounts referred to in Clause 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities The Client shall make available to the Consultant the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANT

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

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

(b) The price payable in local currency is set forth in the SC. Where other currencies are used, RBA will convert these currencies to Kenya Shillings using the selling exchange rate on the date of the tender closing provided by the Central Bank of Kenya.

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

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

6.5 Interest on Delayed Payment Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4. If the Client has delayed

payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya’s average rate for base lending.

7. SETTLEMENT OF DISPUTES

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

7.2 Dispute Settlement Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party’s request for such amicable settlement may be referred by either Party to the arbitration and final decision of a person to be agreed between the Parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.

SECTION 5: SPECIAL CONDITIONS OF CONTRACT

5.1. Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

5.2. Special conditions of contract as relates to the GCC:

REFERENCE GCC	OF SPECIAL CONDITIONS OF CONTRACT
1.1a	The Contract shall be interpreted in accordance with the laws of Kenya
1.1b	The following documents shall form the Contract and shall be interpreted in the following order of priority: (a) The Contract Agreement; (b) The Client’s Notification of Award and Letter of Acceptance; (c) Special Conditions of Contract and Appendices; (d) General Conditions of Contract; (e) Client’s Request for Proposal; and (f) Consultant’s Proposal.

1.4	The Contract shall be written in English language. All correspondence and other documents pertaining to the Contract which are exchanged by the Parties shall be written in the English language.
2.1	The Effective Date shall be upon Signature of the Contract by the Parties
2.3	The Commencement Date shall be the Effective Date.
6.2 Tender Currencies	Prices shall be quoted in Kenya Shillings or freely convertible Currency. The conversion rate shall be the rate on the date of the proposal closure.
6.4	Terms of payment: 100% on provision of the services and submission of final report.
7.2	Resolution of Disputes under Kenyan laws

SECTION VI: - TERMS OF REFERENCE FOR THE DEVELOPMENT OF THE RBA STRATEGIC PLAN 2019 - 2024

Strategic Plan 2019-2024

Retirement Benefits Authority is looking for a consultant, who will work closely with Management and the Research and Strategy Department to facilitate the process of reviewing the current strategic plan and identifying new goals and objectives for the period 2019-2024.

Expected duration:

August 2018 – November/December 2018 (part time)

Location:

Flexible

Background

The new strategic plan, RBA's 5th since inception, should take on board the government new agenda and should be risk-based taking into consideration new and desired goals of the

retirement benefits sector. It should reflect the evolution of the campaign from working largely on extending pension coverage to Kenyan workers.

Purpose

The purpose of the strategic planning process is to develop a new strategic framework for the Authority in order to increase the effectiveness of the campaigns in fully utilizing new major developments in the transparency and accountability field to bring change on the ground. A number of advocacy opportunities exist today that didn't exist a few years ago when the 2014 - 2019 was developed. There is a growing commitment to disclosing beneficial ownership, promoting contract transparency, tax justice, and a more open commodity trading sector. But along these new opportunities, new challenges have also arisen, such as the difficulty to access and use the new data to promote policy change, shrinking civic space, the emergence of digital economy, a rising tide of conservative values and "post-truth" politics as well as the reversal of hard-fought legislative gains for mandatory disclosure. These changes and challenges amongst many more are prompting the Authority to review its approach and propose a new strategic framework for the future at the closure of the current one by June 30, 2019.

Strategy development process

The Board through the Performance contracting with the Government has decided to prioritize the development of a new strategy. The current strategic plan 2014 - 2019, is in its last year of implementation.

To infuse fresh thinking into the strategy development phase, a consultant will be necessary to help guide the process. The role of the consultant will be to assist in developing and implementing a strategic review methodology, ensuring all along that the process is highly participatory to ensure that the Board, management, and staff have a sense of ownership, engaging meaningfully with stakeholders.

Expected outcome

The Authority will develop and adopt a revised strategic framework, building on the achievements brought forward as part of the implementation of 2014 – 2019 plan and taking advantage of new opportunities. This will imply reviewing, analyzing and when needed refreshing or fundamentally updating the following:

- Mission (who are we and what are we trying to achieve?)
 - Mission and vision
 - Theory of change
 - Unique selling point and value-add
 - Long term goals and expected outcomes
- Advocacy (who are our key targets to bring about change?)
 - Advocacy strategy – what will be the campaign’s focus?
 - Policy priorities
 - Research and data
- Strategic plan (how will we effectively achieve our goals?)
 - Learning
 - Campaign evaluation and how findings can be fed into new planning
 - Monitoring: data collection and analysis
- Member engagement and leadership (is our network structure fit for purpose?)
 - Collaboration and participation of members
 - Role in the wider transparency & accountability movement
 - Reputation/Brand

Specific Objectives of the consultancy

1. Define the scope and the methodology of the strategic framework development process;
2. Anchor blue sky sessions for the Board and Management to bring out the focus the Authority will take in the next five years up to 2024.
3. Review and analyze 2014 – 2019 strategic plan with other organizational documents, based upon learning and challenges in implementation of the strategy, with a focus on: Where are we? Where do we want to be? How will we get there?
4. Review and propose strategies that will enhance innovation within the Authority and the retirement benefits sector.
5. Review the Government Big 4 Agenda and MTP III to incorporate relevant strategies for implementation. Bring out clear activities to support the implementation of the Big 4 Agenda and MTP III.
6. Use appropriate frameworks to review and update the Situational Analysis in the Corporate Plan in line with changes in the macro environment and micro environment
7. Use appropriate frameworks to identify critical gaps and strategic opportunities with Authority's stakeholders, through interviews, and meetings;
8. Use the Balanced Scorecard methodology more specifically in the following:
 - a. Identifying the thematic areas, and their corresponding strategic results, in which Authority must excel in order to deliver its value proposition and accomplish its mission and vision.
 - b. Developing the strategic objectives for the Authority to deliver the strategic results for each of the thematic areas.
 - c. Identifying suitable measures and agree performance targets with the Authority's management for each of the strategic objectives.
 - d. Identifying viable strategic initiatives for achieving the agreed performance targets.
 - e. Compiling the corporate scorecard, which details the implementation matrix for the plan period with clear roles and responsibilities.
 - f. Cascading the corporate strategy map to departmental and individual employee levels.
 - g. Developing a monitoring and evaluation plan, and a realistic resource mobilization plan.

9. Provide written inputs to the development of the strategic framework for consideration and approval by the Board in November/December 2018 that takes cognizant of the Enterprise Risk Management framework.

Scope and methodology

The scope and focus of the assignment is to provide technical, strategic and facilitation support to enable the development of a new strategic framework. Whilst the consultant is at liberty to propose his/her own methodology that would adequately result in the expected deliverables outlined in these TOR, the following four steps are suggested as a basis for the strategic plan development process.

Step One: Prepare

- Inception workshop with management and the Board to discuss scope, methodology and timeline;
- Inception report outlining the key steps/methodology with specific deliverables and timeline; contextual analysis.

Step Two: Review, Assess and Analyze

- Participatory process of critical reflection, analysis and consultation (SWOT analysis);
- Review of relevant organizational documents;
- Interviews with management and staff or any other stakeholder;
- Assessment report outlining critical issues, contextual analysis, gaps to be addressed and opportunities to grab.

Step Three: Define-Strategic Plan

- Analyze feedback from the different sources (as outlined in step-2);
- Formulate strategic framework - Guided by the following questions:
 - Where does Authority want to be in 2024?

- What does the Authority want to achieve during this timeline?
- How would Authority work to deliver its advocacy goals?
- How will the Authority get there?
- What might go wrong for the Authority? And how would the Authority avoid this?
- How will the Authority know when we get there? (measure of success)
- How will the Authority monitor lessons learnt and integrate that learning into successive plans and strategies (M &E)?

Step Four: Agree – Finalizing, endorsing and disseminating the new strategic framework

- Draft the text around the key objectives;
- Consult widely on draft new strategic framework;
- The Board formally approves the final document;
- Dissemination and implementation across stakeholders.

Provisional Timeline

Deadline	Activity	Deliverable
September 2018	Step 1: Start of consultancy Inception meeting with Board to kick-off strategic planning process – contextual analysis	Minutes of the meeting-agreement on the way forward
October 2018	End of step 1: Agreed methodology and strategic planning step Start of step 2: Strategic planning workshop	Inception report outlining key steps and proposed methodology

November 2018	<p>Step 2:</p> <p>Consult with stake holders</p> <p>Strategic planning workshop</p> <p>Present and discuss preliminary findings</p> <p>Start of step 3:</p> <p>Draft theory of change, mission and vision.</p> <p>Draft elements of Strategic plan</p>	Proposed theory of change, mission and vision
December 2018	<p>End of step 4:</p> <p>Presentation and endorsement of new risk based strategic objectives and activities</p>	<p>Draft new Strategic framework</p> <p>Strategic framework for 2019-2024 adopted.</p>

Supervision of the work

The consultant will work under the direct and overall supervision of Management and more directly with the Chief Manager, Research and Strategy and his team.

Company Profile/ Consultancy Requirements

1. Minimum of 5 years of experience in strategic planning; experience in organizational and change management an advantage
2. In-depth demonstrable working knowledge of the BSC methodology.
3. Understanding of governance will be an advantage;
4. Proven excellent communication and facilitation skills, including in multi-cultural settings;
5. Highly motivated and committed to the values of transparency and integrity;

The consultant's travel and accommodation expenses will be covered when travel is required out of his/her location.

Expertise for lead consultant

Academic Qualifications

A Master's Degree Economics or Public Management/ Administration or any other relevant degree.

Experience

- Over five years professional experience in strategic planning and management consultancy and use of balance score card
- Prior work experience in a regulatory organizational and change management is an added advantage
- Demonstrated experience in working with government partners and other stakeholders in public sector development programs, especially in the area of capacity building and organizational development.

Skills and Competencies:

- Ability to work with minimal supervision;
- Proven excellent written and oral communications skills in English;
- Must be results-oriented, a team player, exhibiting high level of enthusiasm, tact, diplomacy and integrity;
- Demonstrates excellent interpersonal and professional skills in interacting with government and development partners;
- Skills in facilitation of stakeholder engagements/workshops;
- Evidence of having undertaken similar assignments;
- Experience in research, policy development, management and programming-related work.

Note - The proposals not submitted with documentary evidence in support of the eligibility criteria will be rejected.

Consultancy Fees

Through quotation and negotiation

Payment Terms

- 30% On Submission & acceptance of Draft Report (Inception report)
- 30% Draft Report

- 40% Final Report

SECTION 7: - TECHNICAL PROPOSAL

NOTES ON THE PREPARATION OF THE TECHNICAL PROPOSALS

1 In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultant's own risk and may result in rejection of the consultant's proposal.

2 The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.

3 The Technical proposal shall not include any financial information unless it is allowed in the Data Sheet to information to the consultants or the Special Conditions of Contract.

TECHNICAL PROPOSAL

7.1 Technical Proposal Submission Form

[_____ Date]

The Chief Executive Officer
Retirements Benefits Authority
Rahimtulla Towers, 13th Floor
P.o. Box 57733 - 00200
Nairobi

Ladies/Gentlemen:

We, the undersigned, offer to provide the **DEVELOPMENT OF THE RBA STRATEGIC PLAN 2019 - 2024** in accordance with your Request for Proposal dated _____ [Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, [and a Financial Proposal sealed under one envelope-*where applicable*].

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

We remain,

Yours sincerely,

_____ [Authorized Signature]:

_____ [Name and Title of Signatory]

:

_____ [Name of Firm]

:

_____ [Address:]

7.2. FIRM'S REFERENCES

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

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

[Using the format below, please provide information on each assignment for which your firm or entity was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment.]

Assignment name:	Approx. value of the contract (Ksh):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N ^o of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (Kshs):
Start date (month/year): Completion date (month/year):	N ^o of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as

	Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: _____

Name and title of signatory; _____

(May be amended as necessary)

7.3 Comments and Suggestions of the Firm on the Terms of Reference and On Data, Services and Facilities to Be Provided By RBA.

On the Terms of Reference:

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

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

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

7.4. Description of the Methodology and Work Plan for Performing the Assignment

7.5. Team Composition and Task Assignments

1. Technical/Managerial Staff

Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

2. Professional Staff

--

Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

3. Support Staff

Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

7.6 Format of Curriculum Vitae (Cv) For Proposed Professional Staff

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Certification:

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

_____ Date: _____
[Signature of staff member]

_____ Date: _____
[Signature of authorized representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____

7.7 Time Schedule For Professional Personnel

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

Months (in the Form of a Bar Chart)

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

7.8 Activity (Work) Schedule

(a). Field Review and Study Items

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

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

(b). Completion and Submission of Reports

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

SECTION 8 :- FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

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

2 The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.

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

SECTION 8 - FINANCIAL PROPOSAL FORMS

8.1 FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

**To:
The Chief Executive Officer
Retirements Benefits Authority
Rahimtulla Towers, 13th Floor
P. O. Box 57733 - 00200
Nairobi**

Ladies/Gentlemen:

We, the undersigned, offer to **Development of the RBA Strategic Plan 2019 – 2024** in accordance with your Request for Proposal dated (_____) [Date] and our Proposal. Our attached Financial Proposal is for the sum of (_____) [Amount in words and figures] inclusive of the taxes.

We remain,

Yours sincerely,

_____ *[Authorized Signature]*

:

_____ *[Name and Title of Signatory]:*

_____ *[Name of Firm]*

_____ *[Address]*

8.2 Summary Of Costs

Costs	Currency(is)	Amount(s)
Subtotal		
All Applicable Taxes		
Total Amount of Financial Proposal		_____

8.3 Breakdown Of Price Per Activity

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

8.4 Breakdown of Remuneration Per Activity

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

8.5 Reimbursable Per Activity

Activity No: _____ Name: _____

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

8.6 MISCELLANEOUS EXPENSES

Activity No. _____ Activity Name: _____

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

SECTION 9: CONFIDENTIAL INFORMATION FORM

Name of Applicant(s).....

You are requested to give the particulars in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. Part 2 (d) to part 2 (i / j) must be filled. You are advised that giving wrong or false information on this Form will lead to automatic disqualification/termination of your business proposal at your cost.

Part 1 - General

Business Name:

Certificate of Incorporation / Registration No.

Location of business premises: Country

Physical address Town.....

Building.....Floor.....Plot No.....

Street / RoadPostal Address..... Postal /

Country Code.....Telephone No's

.....

Fax No's.E-mail address.....

.....

Website.....

Contact Person (*Full Names*) Direct / Mobile No's.....

.....

Title Power of Attorney (**Yes / No**)

If **yes**, attach written document.

Nature of Business (*Indicate whether manufacturer, distributor, etc.*)

.....

(Applicable to Local suppliers only)

Local Authority Trading License No. Expiry Date.....

Value Added Tax No.....

Value of the largest single assignment you have undertaken to date (**USD/KShs**)

.....

Was this successfully undertaken? **Yes / No**. (If **yes**, attach reference)

Name (s) of your banker (s)

.....

Branches Tel. No's.....

Part 2 (a) - Sole Proprietor (if applicable)

Full names.....

Nationality..... Country of Origin.....

.....

Company Profile (*Attach brochures or annual reports in case of public company*)

Part 2 (b) - Partnerships (if applicable)

Give details of partners as follows:

Full Names Nationality Citizenship Details Shares

1.....

2.....

Company Profile (*Attach brochures*)

Part 2 (c) - Registered Company (if applicable - as per the CR12 form)

Private or public

Company Profile (*Attach brochures or annual reports in case of public companies*)

State the nominal and issued capital of the Company

Nominal KShs

Issued KShs

List of top ten (10) shareholders and distribution of shareholding in the company. Give details of all directors as follows:-

Full Names Nationality Citizenship Details Shares

1.....

2.....

3..... 4.....

.....

Part 2 (d) - Debarment

I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent, corrupt, coercive and obstructive acts with regard to this or any other tender by the RBA and any other public or private institutions.

Full Names.....

Signature.....

Dated thisday of2017.

In the capacity of.....

Duly authorized to sign Tender for and on behalf of.....

.....

Part 2 (e) - Bankruptcy / Insolvency / receivership.

I/We declare that I/We have not been declared bankrupt or insolvent by the competent Authorities in Kenya and neither are we under receivership:

Full Names.....

Signature.....

Dated thisday of2015.

In the capacity of.....

Duly authorized to sign Tender for and on behalf of.....

.....

Part 2 (f) - Criminal Offence

I/We, (Name (s) of Director (s)):-

a)

b)

Have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.

Signed.....

For and on behalf of M/s.....

.....
In the capacity of.....

Dated thisday of2017.

Suppliers' / Company's Official Rubber Stamp

.....

Part 2 (g) - Conflict of Interest

I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:

a)

b)

For and on behalf of M/s

.....

In the capacity of

Dated thisday of2017

Suppliers' / Company's Official Rubber Stamp

.....

Part 2 (h) - Interest in the Firm:

Is there any person/persons in RBA or any other public institution who has interest in the Firm? Yes/No Institution

.....

.....
(Title) (Signature) (Date)

Part 2 (i or j) - Bank account details:

Account No:.....Name of the person(s) in the CR12 form OR in the partnership deed OR in the sole proprietor certificate

...../.....

ID No(s):...../.....Signature and stamp of the authorized Banker Representative..... Date.....

Part 2(j or k) - Declaration

I / We, the undersigned state and declare that the above information is correct and that I / We give RBA authority to seek any other references concerning my / our company from whatever sources deemed relevant, e.g. Office of the Registrar of Companies, Bankers, etc.

Full name.....

Signature.....

For and on behalf of M/s.....

In the capacity of.....

Dated thisday of2017.

Suppliers' / Company's Official Rubber Stamp
.....

SECTION IX :



STANDARD FORM OF CONTRACT

FOR

CONSULTING SERVICES

Small Assignments
(Lump- Sum payment)

CONTRACT FOR CONSULTANT'S SERVICES

Small Assignments (Lump-Sum Payments)

between

The Retirement Benefits Authority

AND

[name of the Consultant]

Dated: _____

**SAMPLE CONTRACT FOR CONSULTING SERVICES
SMALL ASSIGNMENTS
LUMP-SUM PAYMENTS**

CONTRACT

This Agreement, [hereinafter called "the Contract"] is entered into this _____ [Insert starting date of assignment], by and between The Retirements Benefits Authority whose registered office is situated Rahimtulla Towers, 13TH Floor, Upper Hill Road, P. O. Box 57733 00200 NAIROBI (hereinafter called "the procuring entity") of the one part AND

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

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

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

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

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

3. Payment

A. Ceiling
For Services rendered pursuant to Appendix A, the procuring entity shall pay the Consultant an amount not to exceed _____ [Insert amount]. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

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

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

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

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

Kshs _____ Total

C. Payment Conditions

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty [30] days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 here below. If the procuring entity has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

4. Project Administration

A. Coordinator.

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

B. Reports.

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

- 5. Performance Standards** The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the procuring entity considers unsatisfactory.
- 6. Confidentiality** The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the procuring entity's business or operations without the prior written consent of the procuring entity .
- 7. Ownership of Material** Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the procuring entity under the Contract shall belong to and remain the property of the procuring entity. The Consultant may retain a copy of such documents and software.
- 8. Consultant Not to be Engaged in certain Activities** The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
- 9. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 10. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the procuring entity's prior written consent.
- 11. Law Governing Contract and Language** The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English Language.
- 12. Dispute Resolution** Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

FOR THE PROCURING ENTITY

FOR THE CONSULTANT

Full name; _____ Full name; _____

Title: _____ Title: _____

Signature; _____ Signature; _____

Date; _____ Date; _____

LIST OF APPENDICES

APPENDIX A: Terms of Reference and Scope of Services

APPENDIX B: Consultant's Personnel

APPENDIX C: Consultant's Reporting Obligations

LETTER OF NOTIFICATION OF AWARD

The Chief Executive Officer
Retirements Benefits Authority
Rahimtulla Towers, 13th Floor
P.o. Box 57733 - 00200
Nairobi

To: _____

RE: Tender No. _____

Tender Name _____

1. This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.
2. Please acknowledge receipt of this letter of notification signifying your acceptance.
3. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
4. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR CHIEF EXECUTIVE OFFICER