



**REQUEST FOR PROPOSALS (RFP) TEAM BUILDING
SERVICES.**

TENDER No. KenGenSRBS/RFP/014/2019

AUGUST 2019

ALL CANDIDATES ARE ADVISED TO READ CAREFULLY THIS TENDER DOCUMENT IN ITS
ENTIRETY BEFORE MAKING ANY BID.

CONTENTS

Request for Proposals	3
Important Notice and Information to Bidders	4
Section 1. Letter of Invitation	5
Section 2. Information to Consultants	6
Section 3. Technical Proposal - Standard Forms	16
Section 4. Financial Proposal - Standard Forms	26
Section 5. Terms of Reference	33
Section 6. Standard Forms of Contract	37

IMPORTANT NOTICE AND INFORMATION TO BIDDERS

1. The information contained in this RFP, except where the context requires otherwise, has been based on the assumption that the proposed assignment is implemented as described herein. Whilst the Schemes considers that the assumptions on which this document is based are reasonable, it must be recognized that the reliance that you place on them is a matter of commercial judgment for the bidders alone.
2. Queries relating to the information contained in this document shall be directed only to the contact persons referred to herein. No other person has been authorized to give any information or to make any representation in respect of this RFP or the assignment and, if given or made, such information or representation may not be relied upon as having been authorized by The Schemes.
3. This RFP is confidential and personal to you. It is provided to you on the understanding that it is not to be duplicated or distributed to any other person (s) or institution. You are therefore required to sign confidentiality undertaking prior to receipt.
4. Those who download the document from the websites/ PUBLIC TENDERS PORTAL **MUST SUBMIT FULL NAME OF THE FIRM AND THEIR CONTACT DETAILS** to tenders@kengensrbs.co.ke for monitoring and use in case of further communication/addendum to the tender.
5. The Bidder shall be deemed to have carefully examined all of the terms, conditions and requirements of this RFP, and also to have fully informed itself as to all conditions affecting this assignment. Failure to do so is at the Bidder's risk, and no claim will be considered at any time for reimbursement of any expenses incurred as a result of any misunderstanding with regard to the conditions imposed by this RFP.

Section 1. Letter of Invitation

KenGen Pension Plaza 2, 11th Floor,

Kolobot Road, Parklands.

P. O. Box 47936 - 0100, GPO,

Nairobi, Kenya.

Tel: +254-020-366 6932

Our Ref: **KenGenSRBS/T/014/2019**

Date: August 7, 2019

Dear Sirs,

1. KenGen Staff Retirement Benefit Scheme and KenGen Defined Contribution (DC) Scheme (*referred in this document as Schemes*) were established under an irrevocable Trust Deed and Rules and commenced operations on 1st January 2000 and 1st January 2012 respectively. The main purpose of the two Schemes are to provide pension benefits to eligible employees of KenGen Ltd (*the Sponsor*) and benefits for the dependents of deceased members.
2. The Scheme intends to engage a professional consultant for Team Building Services. More details on the services are provided in the attached Terms of Reference.
3. A firm, which may be unable to provide the full range of the required expertise in-house, may associate with other suitably qualified firms.
4. A firm will be selected under Least Cost Selection and procedures described in this RFP.
5. The RFP includes the following six (6) sections:

Section 1 - Letter of Invitation

Section 2 - Information to Consultants

Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Terms of Reference

Section 6 - Standard Forms of Contract

Yours Sincerely,

KenGenSRBS/RFP/014/2019

For: KenGen Staff Retirement Benefits Scheme

JOSPHAT MURIUKI
CEO & TRUST SECRETARY

Section 2. Information to Consultants

<p>1. Introduction</p>	<p>1.1 The Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required. The proposals will be the basis for contract negotiations and ultimately for a signed contract with the selected firm.</p> <p>1.2 The assignment shall be implemented in accordance with the requirements indicated in this RFP and the performance of the Consultant must be to the Schemes satisfaction.</p> <p>1.3 The Consultants must familiarize themselves with the Scheme operations and structure and take them into account in preparing their proposals. For this ALL THE INTERESTED CANDIDATES ARE INVITED FOR A BRIEFING SCHEDULED on 14th August 2019, 10.00am at RBS Boardroom located on 11th floor of KenGen Pension Plaza 2.</p> <p>1.4 The Scheme will make available relevant data and reports for this assignment.</p> <p>1.5 Please note that (i) all the costs of preparing the proposals and of negotiating the contract, are not reimbursable as a direct cost of the assignment; and (ii) The Schemes are not bound to accept any of the proposals submitted.</p> <p>1.6 It is the Schemes policy that Consultants for this assignment observe the highest standard of ethics during the selection and execution of the assignment. In pursuance of this policy, the Schemes:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of an official in the selection process or in contract execution; and</p> <p>(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of the contract to the detriment of the Schemes, and includes collusive practices among Consultants (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive the Schemes of the benefits of free and open competition.</p> <p>(b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the assignment in question;</p>
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	<p>1.8 Consultants shall furnish information as described in the Financial Proposal submission form (Section 4A) on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal, and to execute the work if the firm is awarded the contract.</p>
<p>2. Clarification and Amendment of RFP Documents</p>	<p>2.1 Consultants may request a clarification of any of the RFP sections up to four (4) days before the proposal submission date. Any request for clarification must be sent in writing by paper mail or electronic mail to:</p> <p>CEO & Trust Secretary</p> <p>The Schemes.</p> <p>KenGen Pension Plaza 2, Kolobot Road, Parklands</p> <p>P.O. Box 47936 – 00100</p> <p>Nairobi, Kenya</p> <p>Tel: +254-02-3666932</p> <p>Email: tenders@kengensrbs.co.ke</p> <p>2.2 The Schemes will respond by electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants intending to submit proposals.</p> <p>2.2 At any time before the submission of proposals, the Schemes may, for any reason, whether at its own initiative or in response to a clarification requested by a firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail or electronic mail to all Consultants intending to submit proposals and will be binding on them. The Schemes may at their discretion extend the deadline for the submission of proposals.</p>
<p>3. Preparation of Proposal</p>	<p>3.1 Consultants are requested to submit a proposal written in English language.</p>
<p>Technical Proposal</p>	<p>3.2 In preparing the Technical Proposal, Consultants are expected to examine the sections constituting this RFP in detail. Material deficiencies in providing the information requested may result in</p>

	<p>rejection of a proposal.</p> <p>3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:</p> <p>If a Consultant 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 Consultants or entities in a joint venture or sub-Consultancy, as appropriate.</p> <p>Reports to be issued by the Consultant as part of this assignment must be in English language. It is desirable that the firm's personnel have a working knowledge of the English language.</p> <p>3.4 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):</p> <ul style="list-style-type: none"> (i) A brief description of the firm's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles of the staff proposed, duration of the assignment and firm's involvement. (ii) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member. (iii) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last five (5) years. (iv) A detailed description of the methodology and work plan for performing the assignment (Sections 3D and 3H). (v) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Schemes (Section 3C). (vi) Any additional information including Company Profiles and experience in similar assignments and other information as may be requested in this RFP. (vii) An evaluation committee may, after technical evaluation, but financial to the award of the tender, conduct due diligence and present the report in writing to confirm and verify the qualifications of the tenderer who submitted the highest technical scored responsive tender before financial evaluation and be awarded the contract in accordance with this procurement rules.
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	3.5	The Technical Proposal shall not include any financial information.
Financial Proposal	3.6	In preparing the Financial Proposal, Consultants are expected to take into account the requirements and conditions outlined in the RFP sections. The Financial Proposal should follow Standard Forms. It lists all costs associated with the assignment.
	3.7	The Financial Proposal should clearly estimate, as a separate amount, the local taxes, duties, fees, levies, and other charges imposed under the applicable law, on the Consultants, the sub-Consultants, and their personnel. Applicable taxes also include Value Added Tax (VAT) and Withholding Tax.
	3.8	Consultants shall express the price of their services in Kenya Shilling (Ksh.)
	3.9	The proposals must remain valid for ninety (90) days after the submission date. During this period, the Consultant is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Schemes wishes to extend the validity period of the proposals, the Consultants who do not agree have the right not to extend the validity of their proposals.
4. Submission, Receipt, and Opening of Proposals	4.1	The original proposals (Technical and Financial) shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person who sign(s) the proposals.
	4.2	An authorized representative of the firm initials all pages of the proposal. The representative's authorization is confirmed by a written power of attorney accompanying the proposal.
	4.3	For each proposal, the Consultants shall prepare two (2) copies. 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 governs.
	4.4	The original and all the copy of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal," and the original and the copy of the Financial Proposal in a sealed envelope clearly marked " FINANCIAL PROPOSAL " and warning: "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and be clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE."
	4.5	The completed Technical and Financial Proposals must be delivered

	<p>at the submission address below on or before 10.00a.m. on 26th August 2019. Any proposal received after the closing time for submission of proposals shall be returned unopened.</p> <p>4.6 The proposal submission address is:</p> <p>CEO & Trust Secretary, KenGen Staff Retirement Benefits Scheme, KenGen Pension Plaza 2, 11th Floor, Kolobot Road, Parklands P. O. Box 47936 - 00100, Nairobi, Kenya</p> <p>4.7 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal shall remain sealed and deposited with the Company Secretary until all submitted proposals are opened publicly.</p>
<p>5. Proposal Evaluation</p>	
<p>General</p>	<p>5.1 From the time the bids are opened to the time the contract is awarded, if any Consultant wishes to contact the Schemes on any matter related to its proposal, it should do so in writing at the address indicated in para. 2.1. Any effort by the firm to influence the Schemes in the proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Consultant's proposal.</p> <p>5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.</p>
<p>Evaluation of Technical Proposals</p>	<p>5.3 The received RFP will be evaluated in four stages as detailed below:</p> <ol style="list-style-type: none"> 1. Stage 1: Compliance with Mandatory Requirements; 2. Stage 2: Compliance with Technical requirements 3. Stage 3: The Financial Evaluation 4. Stage 4: Due diligence <p>5.4 The evaluation committee, appointed by the Schemes evaluates the proposals on the basis of their responsiveness to the Terms of</p>

Reference, applying the evaluation criteria. 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 of 80%. Bidders may be requested to make a presentation of their technical proposal to the evaluation committee.

Stage 1 Mandatory Evaluation

Requirements	Pass	Fail
Company profile (Company history, services offered, profile of the management team, location and company contacts)		
Certificate of business incorporation/registration of the firm		
Valid and current Tax Compliance Certificate.		
Complete the attached Confidential Business Questionnaire		
At least five reference letters for team buildings services rendered within the last five years.		

The number of points to be given under each of the technical evaluation criteria are shown in the table that follows:

Stage 2 Technical Evaluation

Requirements	Marks
Company profile (Company history, services offered, profile of the management team, location and company contacts)	15 mks
Five reference letters for team buildings services rendered within the last five years	20 mks
Team composition <ul style="list-style-type: none"> i. Team leader (must hold degree in HR or Social Science & at least five years' experience, attach cv) 15 mks ii. Team members who will assist in team building exercises (Must attach qualification documents and at least 2 yrs experience, attach cv) 20 mks 	35 mks
Description of the methodology and work plan for performing the assignment, this should document; <ul style="list-style-type: none"> i. Theme – (there shall be a briefing to enable bidders develop theme) ii. Clear objectives to be achieved iii. Daily activities for the four days 	25 mks
Value addition	5 mks

Public Opening

5.5 After the evaluation of quality is completed (Technical Proposal), the

<p>and Evaluation of Financial Proposals</p>	<p>Schemes shall notify those Consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened. The Schemes shall simultaneously notify the Consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The notification may be sent by registered letter, electronic mail.</p> <p>5.6 The Financial Proposals shall be opened publicly in the presence of the Consultants’ representatives who choose to attend. The name of the Consultant, the technical scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Schemes shall prepare minutes of the public opening.</p> <p>5.7 The evaluation committee will determine whether the Financial Proposals are complete (i.e., whether they have costed all items of the corresponding Technical Proposals; if not, the Schemes will cost them and add their cost to the initial price), correct any computational errors, and convert prices to a single currency in Kenya Shilling. The source of the official selling rates to be used will be the Central Bank of Kenya and the date of exchange rates will be the submission closing date.</p> <p>The evaluation shall exclude those taxes, duties, fees, levies, and other charges imposed under the applicable law; and to be applied to foreign and non-permanent resident Consultants (and to be paid under the contract, unless the Consultant is exempted), and estimated as per para. 3.7.</p> <p>5.8 The lowest Financial Proposal will be considered, and negotiations maybe held.</p>
<p>6. Negotiations</p>	<p>6.1 Negotiations will be held at the address indicated in para. 4.6. The aim is to reach agreement on all points and sign a contract.</p> <p>6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Schemes and the firm will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Appendix A - Description of Services” and form part of the contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Schemes to ensure satisfactory implementation of the assignment.</p> <p>6.3 The financial negotiations will include a clarification (if any) of the firm’s tax liability, and the manner in which it will be reflected in the contract; and will reflect the agreed technical modifications in the cost of the services.</p> <p>6.4 Having selected the firm on the basis of, among other things, an</p>

	<p>evaluation of proposed key professional staff, the Schemes expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Schemes will require assurances that the experts will be actually available and 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.</p> <p>6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Schemes and the firm will initial the agreed contract. If negotiations fail, the Schemes will invite the firm whose proposal received the second highest score to negotiate a Contract.</p>
7. Award of Contract	<p>7.1 The contract will be awarded following negotiations. After negotiations are completed, the Schemes will promptly notify the other Consultants that they were unsuccessful.</p> <p>7.2 The firm is expected to commence the assignment in September 2019 at KenGen Pension Plaza 1, 11th Floor, RBS Office, Nairobi, Kenya.</p>
8. Confidentiality	<p>8.1 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.</p>

SECTION 3. TECHNICAL PROPOSAL ~ STANDARD FORMS

- 3A. Technical Proposal submission form.
- 3B. Firm's references.
- 3C. Comments and suggestions of Consultants on the Terms of Reference and on data and/or services to be provided by the Schemes.
- 3D. Description of the methodology and work plan for performing the assignment.
- 3E. Team composition and task assignments.
- 3F. Format of Curriculum Vitae (CV) for proposed professional staff.
- 3G. Time schedule for professional personnel.
- 3H. Activity (work) schedule.

3A. TECHNICAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

To: [*Name and address of Client*]

Ladies/Gentlemen:

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

If negotiations are held during the period of validity of the Proposal, i.e., before [*Date*] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any Proposal you receive and we confirm that we have no objection to your making inquiries regarding this Proposal from our referees.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

3B. 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/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm/Entity (profiles):
Name of Client:		Nº of Staff:
Address:		Nº of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Current Kshs):
Name of Associated Consultants, If Any:		Nº of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		

Narrative Description of Project:
Description of Actual Services Provided by Your Staff:

Firm's Name: _____

3C. COMMENTS AND SUGGESTIONS OF CONSULTANT ON THE TERMS OF REFERENCE AND ON DATA AND/OR SERVICES TO BE PROVIDED BY THE SCHEMES

On the Terms of Reference:

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

On the data and/or services to be provided by the Schemes:

- 1.
- 2.
- 3.

4.

5.

**3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE
ASSIGNMENT**

3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff		
Name	Position	Task

3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ 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. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

B. Completion and Submission of Reports

Reports	Date
1. Inception Report	
2. Interim Progress Report	
3. Draft Report	
4. Final Report	

Section 4. Financial Proposal ~ Schedule Form

No.	Item	Qty	Unit cost (in Kes Must include applicable taxes)	Total cost (in Kes Must include applicable taxes)
1.	Team building venue and accommodation (full board)	12 pax		
2.	Transport to and from Mombasa incl transfers	12 pax		
3.	Cost of facilitation			
4.	Any other costs			
	Total cost			

Section 5. Terms of Reference

A. INTRODUCTION

Team building is a critical process in any organization. It is a range of activities, presented to business teams with a view to improve staff morale and work performance. It helps an organization to achieve the following objectives:

- i. Building trust among employees: trust is critical as it can make or break a team. Mutual trust can allow employees to depend more and more on one another and be productive.
- ii. Easing conflicts: it allows workers to bond with one another and become accustomed to each other's personalities.
- iii. Increased collaboration: team building can establish a stronger bond between co-workers who might blame one another when problems arise within shared business projects. This bond can help in increasing collaboration among employees during daily business activities.
- iv. Effective communication: through team building, employees can learn how to better communicate with one another.
- v. It can also help in developing leadership potential, promoting creativity and problem-solving capabilities.

B. PURPOSE

The purpose of the consultancy is to conduct a team building exercise involving all the twelve (12) employees of the Scheme with a view to achieve the above stated objectives.

C. SPECIFIC TASKS TO BE UNDERTAKEN BY THE CONSULTANT

The consultant will be expected to:

- i. Undertake a pre- training assessment of the staff and write a report.
- ii. Design effective and engaging team building activities lasting at least four (4) days – incorporating motivational speech(es);
- iii. Advise the management on the basic requirements for the success of the activity;
- iv. In liaison with the HR, confirm that the proposed venue is conducive team building environment
- v. Take the organization through the team building exercises;
- vi. Do a report to the client highlighting the lessons learnt and the organizational strengths that the organization may leverage on and the areas of weaknesses that may require attention;
- vii. Undertake any other activity that is pertinent to a successful team building session.

D. QUALIFICATIONS AND EXPERIENCE

The Scheme is looking for a recognized consulting firm with relevant and demonstrated professional experience in conducting team building events.

The consultant should be well versed in design and implementation of effective team building activities and should have a vast knowledge in areas such as Human Resource Management/Development, business management and Organizational Development. Experience in undertaking team building for Corporates will be an added advantage.

The lead consultant **must** have at least a relevant degree and at least five (5) years' experience in Management.

The successful consultant should have the ability to work in harmony with the staff of the Scheme in a mutually supportive team approach.

E. WORK DURATION

The consultant is expected to carry out the assignment in the month of September 2019, the specific dates to be advised by the client.

F. VENUE FOR THE TEAM BUILDING (SOUTH OR NORTH COAST) (KINDLY INDICATE THE HOTELS STAR RATING)

Conference Facilities for Five (5) Days for Twelve Employees Should Include but Not Limited to the Following: -

- i. One Air-Conditioned Conference Room with Strong Wireless Network Pens & Note Pads
- ii. Flip charts, Flip Board Papers & Pens (Markers-Black, Blue & Red)
- iii. 4 X ½ Litre Drinking Water (2 at 8am-Morning & 2 at 2pm-Afternoon) per person.
- iv. Mints and Chocolates (8am-Morning & 2pm-Afternoon)
- v. Meals & Refreshments
- vi. Teas with Snacks (10 A.M. & 4 P.M.)
- vii. Three Course Meal (Starter, Main Course & Dessert) and drinks.
- viii. Playground conducive for teambuilding exercises for 12 pax
- ix. Avail equipment i.e.
 - LCD/LED Projector or Projector
 - Adequate extension cables should be available for the entire conference room.
- x. The package should include an excursion.

G. TRANSPORT

By air to and from Mombasa for 12 pax and transfers

7.0 IMPROVEMENT OF TERMS OF REFERENCE

The Consultant may offer suggestions and improvements in the Terms of Reference that would result in better implementation of the assignment. Such proposals if accepted will form part of the Terms of Reference of the proposals submitted by the Consultant. The effect on the time and cost estimates given under the above clause shall be clearly identified.

I. General Conditions of Contract

1. GENERAL PROVISIONS

<p>1.1 Definitions</p>	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none"> (a) “Applicable Law” means the laws and any other instruments having the force of law in Kenya (or in such other country as may be specified in the Special Conditions of Contract (SC)), 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; (d) “GC” means these General Conditions of Contract; (e) “Member,” in case the Consultant consist 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 Consultants’ rights and obligations towards the Client under this Contract; (f) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them; (g) “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; (h) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented; (i) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and (j) “Sub-Consultant” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3.5 and 4.
<p>1.2 Law Governing the Contract</p>	<p>This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.</p>

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 or facsimile to such Party at the address specified in the SC.
1.5 Location	The Services shall be performed at Scheme Secretariat Office in Nairobi, Kenya.
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 Consultants may be taken or executed by the officials specified in the SC.
1.7 Taxes and Duties	Unless otherwise specified in the SC, the Consultant, Sub-Consultants, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, 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 immediately 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 of the Contract Price, may only

	be made by written agreement between the Parties and shall not be effective until mutually consented to.
2.5 Force Majeure	
2.5.1 Definition	For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
2.5.2 No Breach of Contract	The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
2.5.3 Extension of Time	Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
2.5.4 Payments	During the period of their 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 them during such period for the purposes of the Services and in reactivating the Service after the end of such period.
2.6 Termination	

III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(e)	<p>The Member in Charge is</p> <p>CEO & Trust Secretary, Schemes Secretariat.</p>
1.4	<p>The addresses are:</p> <p>Client: CEO & Trust Secretary, Schemes Secretariat.</p> <p>KenGen Pension Plaza 2, 11th Floor, Kolobot Road, Parklands P.O. Box 47936 – 00100 Nairobi, Kenya</p> <p>Consultant: _____</p> <p>Attention: _____</p> <p>Telephone: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Client:</p> <p>The CEO & Trust Secretary or his designated representative as may be communicated from time to time.</p> <p>For the Consultant:</p>

2.1	The effectiveness conditions are the following: Signature of the Contract by the two parties.
2.2	The date for the commencement of Services is September 2019
2.3	The period shall be 1 week or such other period as the parties may agree in writing.

