



KENYA PETROLEUM REFINERIES DEFINED CONTRIBUTION PENSION FUND

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REQUEST FOR PROPOSAL

PROVISION OF A TRUST SECRETARY

TENDER NUMBER:

REF. KPRL/RFP/026.022/2026-2027

OCTOBER 2026

IMPORTANT NOTICE TO CONSULTANTS

This Standard Request for Proposals (SRFP) is issued by Kenya Petroleum Refineries Defined Contribution Pension Fund (KPR DC Pension Fund) for the procurement of consultancy services. It is a master document that must be read together with the **Data Sheet** and **Terms of Reference (ToR)** issued for each specific assignment. Kenya Petroleum Refineries Limited (KPRL) is the Sponsor of the KPR DC Pension Fund. KPRL is a subsidiary of Kenya Pipeline Company PLC (KPC PLC), a publicly listed private company incorporated under the Companies Act 2015 and its procurement is governed by its internal procurement policies and applicable commercial law — not the Public Procurement and Asset Disposal Act 2015 (PPADA) or PPRA guidelines.

WHERE THERE IS CONFLICT between this SRFP and the Data Sheet or Terms of Reference, the Data Sheet and Terms of Reference shall prevail.

This document covers the following types of consultancies:

- Management consulting, corporate strategy and advisory services
- Technical and engineering consulting (civil, structural, mechanical, pipeline, petroleum)
- Financial, audit, accounting and tax advisory services
- Legal advisory services
- Information and communications technology (ICT) consulting and systems advisory
- Environmental, social, health and safety (ESHS) consulting
- Training, capacity development and organisational development services
- Research, surveys, assessments and feasibility studies
- Any other professional advisory or intellectual services

The document is organised as follows:

- Part 1: Selection Procedures — Instructions to Consultants (ITC) and Data Sheet
- Part 2: Proposal Forms — Technical Proposal and Financial Proposal Forms
- Part 3: Evaluation Framework — Selection Methods, Evaluation Criteria and Scoring
- Part 4: General Conditions of Contract for Consultancy Services (GCC-CS)
- Part 5: Special Conditions of Contract (SCC)
- Part 6: Contract Forms and Schedules
- Annexures: Glossary, Ethics Summary, Data Protection, ToR Guidance, Checklist

PART 1 – SELECTION PROCEDURES

SECTION I: INSTRUCTIONS TO CONSULTANTS (ITC)

These Instructions govern the preparation, submission, evaluation and award of consultancy services contracts by KPR DC Pension Fund Trustees. Consultants shall comply fully with these instructions. Consultants are advised to read all sections of the SRFPP carefully before preparing their proposals.

A. GENERAL PROVISIONS

1. Definitions

In this SRFPP, the following terms have the meanings given:

- "Assignment" means the consultancy services to be provided by the Consultant under the resulting Contract;
- "Client" means (KPR DC Pension Fund);
- "Consultant" means a professional firm, individual consultant or Joint Venture that submits a Proposal in response to this SRFPP;
- "Data Sheet" means the document that provides assignment-specific information supplementing and amending these ITC;
- "Expert" or "Key Expert" means a professional whose skills, qualifications and experience are critical to the successful execution of the Assignment;
- "Financial Proposal" means the costed proposal submitted by the Consultant for executing the Assignment;
- "Full Technical Proposal (FTP)" means a comprehensive technical proposal as described in ITC Clause 15;
- "Joint Venture (JV)" means an association of two or more firms that submit a joint Proposal;
- "Lump-Sum Contract" means a contract where the Consultant is paid a fixed price for defined deliverables regardless of time and inputs actually used;
- "Proposal" means the Technical Proposal and Financial Proposal submitted by a consultant;
- "SRFP" means this Standard Request for Proposals for Consultancy Services;
- "Simplified Technical Proposal (STP)" means a condensed technical proposal as described in ITC Clause 15;
- "Terms of Reference (ToR)" means Appendix A, describing the objectives, scope, deliverables, timelines and requirements of the Assignment;
- "Time-Based Contract" means a contract where the Consultant is paid for actual time spent by Experts and agreed reimbursable expenses;

2. Introduction

2.1 KPR DC Pension Fund invites Proposals from eligible consulting firms or individual consultants for the Assignment described in the Terms of Reference. The Assignment, selection method, contract type and other key details are stated in the Data Sheet.

2.2 KPR DC Pension Fund may, from time to time, issue requests for Expressions of Interest (EoI) to identify a shortlist of qualified consultants before issuing this SRFP. Where a shortlisting process has been conducted, only shortlisted consultants shall be invited to submit Proposals.

2.3 KPR DC Pension Fund expects all Consultants to adhere to the highest professional standards of quality and ethics. Consultants shall perform all services in accordance with applicable professional codes of conduct and Kenyan law.

3. Conflict of Interest

3.1 KPR DC Pension Fund requires Consultants to provide professional, objective and impartial services and to act in KPR DC Pension Fund's best interest at all times without consideration of any future work and without any improper advantage.

3.2 A Consultant shall be considered to have a conflict of interest if:

- (a) The Consultant participated in the preparation of the Terms of Reference or technical specifications for this Assignment in a way that gives it an unfair competitive advantage;
- (b) The Consultant is simultaneously providing services to another party whose interests may conflict with KPR DC Pension Fund's interests on matters related to this Assignment;
- (c) The Consultant, its JV partners, sub-consultants or associates are affiliated with, or controlled by, a firm that was engaged to provide goods, works or services related to this Assignment in a way that could create a conflict;
- (d) A director, shareholder, employee or agent of the Consultant is an employee, spouse, child, parent or sibling of a KPR DC Pension Fund employee involved in this procurement;
- (e) The Consultant has a financial interest in the outcome of the Assignment, including in firms that may be monitored, evaluated, audited or supervised by the Consultant.

3.3 A Consultant that has or anticipates having a conflict of interest shall promptly disclose it to KPR DC Pension Fund in writing. KPR DC Pension Fund shall determine whether the conflict is disqualifying or can be managed through appropriate safeguards.

4. Unfair Competitive Advantage

4.1 Fairness and transparency in the selection process require that consultants or their affiliates competing for this Assignment do not derive a competitive advantage from having previously provided consulting services related to this Assignment, including having participated in the preparation of the ToR or other tender documents. The Data Sheet specifies the procedure to address such unfair competitive advantage.

5. Eligibility

5.1 KPR DC Pension Fund's policy requires that Consultants shall have the nationality of an eligible country as defined in the Data Sheet. A Consultant has the nationality of a country if it is incorporated in and operates under the laws of that country, or if it is an individual who is a citizen or has the right to permanent residence of that country.

5.2 A Consultant shall not be eligible if:

- (a) The Consultant has been debarred by KPR DC Pension Fund under its internal procurement policy;
- (b) The Consultant has a conviction for a corrupt, fraudulent, collusive or coercive practice by a court of competent jurisdiction;
- (c) The Consultant is insolvent, in receivership, bankrupt or under administration;
- (d) The Consultant, under existing law or official regulations, is prohibited from doing business with companies in Kenya;
- (e) The Consultant is listed on internationally recognised debarment registers (World Bank, AfDB, EBRD or similar multilateral body) which KPR DC Pension Fund may at its discretion chose to use on cross-list basis, if so specified in the Data Sheet.

6. Corrupt and Fraudulent Practices

6.1 KPR DC Pension Fund requires that Consultants observe the highest standards of ethics during the selection process and the execution of contracts. KPR DC Pension Fund will reject a Proposal for award, and terminate a Contract, if it determines that the Consultant engaged in corrupt, fraudulent, collusive or coercive practices in competing for or executing the Contract:

- "*Corrupt practice*" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- "*Fraudulent practice*" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

- "*Collusive practice*" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing the actions of another party;
- "*Coercive practice*" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party, to influence improperly the actions of a party;
- "*Obstructive practice*" means deliberately destroying, falsifying, altering or concealing of evidence material to the investigation; threatening, harassing or intimidating any party to prevent it from disclosing information relevant to any investigation.

6.2 KPR DC Pension Fund will take prompt action against any Consultant, Expert or agent found to have engaged in such practices, including disqualification, termination, contract recovery, blacklisting and, at its sole discretion, reporting to relevant authorities.

6.3 Consultants shall report any actual or suspected corrupt practice to KPR DC Pension Fund through email refineries@kprl.co.ke . All reports shall be treated in confidence.

B. PREPARATION OF PROPOSALS

7. Cost of Proposal Preparation

7.1 All costs associated with preparing and submitting a Proposal shall be borne entirely by the Consultant. KPR DC Pension Fund shall not be liable for these costs regardless of the outcome of the selection process.

8. Language

8.1 All Proposals, correspondence and supporting documents shall be in English. Supporting documents in another language shall be accompanied by a certified translation into English, which shall govern.

9. Only One Proposal

9.1 A Consultant (including its JV partners and sub-consultants) may only submit one Proposal for the same Assignment. A Consultant that submits or participates in more than one Proposal will cause all such Proposals to be disqualified. However, the same sub-consultant may participate in more than one Proposal where its involvement does not constitute a conflict of interest.

10. Proposal Validity

10.1 Proposals shall remain valid for the period specified in the Data Sheet (minimum 90 days) from the Proposal submission deadline. KPR DC Pension Fund may request an extension of the validity period, to which Consultants may agree (with corresponding extension of any Proposal Security) or decline.

10.2 If a Consultant agrees to a validity extension, the Expert remuneration rates and other financial terms of its Financial Proposal shall not be modified.

11. Proposal Security

11.1 Where specified in the Data Sheet, each Consultant shall provide a Proposal Security in the form, amount and currency specified. The Proposal Security shall remain valid for 28 days beyond the Proposal validity period. Proposal Securities of unsuccessful Consultants shall be returned promptly after award.

11.2 The Proposal Security may be forfeited if: The Consultant withdraws its Proposal during the validity period; or the successful Consultant fails to sign the Contract or provide the Performance Security within the required period.

12. Clarification and Amendment of SRFP

12.1 Consultants may request clarification from KPR DC Pension Fund on any element of this SRFP by the date specified in the Data Sheet. Requests shall be submitted in writing through email tenders@kpri.co.ke.

12.2 KPR DC Pension Fund shall respond to all clarification requests in writing. The response (including the question, without identifying the source) shall be communicated to all registered Consultants.

12.3 KPR DC Pension Fund may amend the SRFP at any time before the submission deadline by issuing an Addendum. All Addenda shall be binding on all Consultants.

13. Joint Ventures (JVs) and Associations

13.1 Consultants may associate with other consultants to form a Joint Venture (JV) or a sub-consulting arrangement to enhance their qualifications or access specialised expertise.

13.2 Where association is through a JV, the JV shall designate a Lead Member with authority to bind the JV and all its members. The Lead Member and all members shall be jointly and severally liable for the performance of the Contract. The JV Agreement shall be submitted with the Proposal.

13.3 KPR DC Pension Fund's prior approval is required before a consultant can associate with another firm after submission. The formation or composition of the JV

shall not change after the submission deadline without KPR DC Pension Fund's prior written consent.

13.4 The maximum number of JV members (if restricted) is stated in the Data Sheet.

14. Documents Comprising the Proposal

14.1 Consultants shall submit, by physical delivery to the specified address, the following documents:

- Technical Proposal — Form TP-1 through TP-7 as applicable (in accordance with ITC Clause 15)
- Financial Proposal — Form FP-1 through FP-4 (submitted digitally as a separate confidential submission within the portal, opened only after technical evaluation)
- Form COI: Conflict of Interest Declaration
- Form BOD: Beneficial Ownership Disclosure Form
- Form ACD: Anti-Corruption Declaration
- Form DPD: Data Protection Compliance Declaration
- JV Agreement (where applicable)
- Proposal Security (where required by the Data Sheet)
- Any other documents specified in the Data Sheet

15. Technical Proposal Format and Content

15.1 The Data Sheet specifies whether a Full Technical Proposal (FTP) or a Simplified Technical Proposal (STP) is required:

- Full Technical Proposal (FTP): Required for complex, multi-disciplinary assignments or high-value contracts. Comprises all forms TP-1 through TP-7.
- Simplified Technical Proposal (STP): Used for assignments of lower complexity or value. Comprises a subset of forms as specified in the Data Sheet.

15.2 The Technical Proposal shall **NOT** include any financial or cost information.

15.3 A Full Technical Proposal shall include the following:

- (a) TP-1: Technical Proposal Submission Form and cover letter;
- (b) TP-2: Consultant's Organisation and Experience — general capability and specific experience in similar assignments;
- (c) TP-3: Understanding of the Assignment — demonstrated understanding of the ToR, key issues and challenges;
- (d) TP-4: Technical Approach and Methodology — detailed methodology, tools, frameworks and quality assurance approach;

- (e) TP-5: Work Plan and Schedule — time-phased plan (Gantt chart or equivalent) showing milestones, activities and deliverables;
- (f) TP-6: Team Composition and Responsibilities — organisational chart, roles, time allocation and responsibilities of each Expert;
- (g) TP-7: Curriculum Vitae of Key Experts — signed CVs using the standard format.

15.4 A Simplified Technical Proposal shall include TP-1, TP-3 (brief), TP-4 (brief), TP-6 and TP-7.

16. Financial Proposal

16.1 The Financial Proposal shall be submitted as a separate sealed envelope clearly marked '**FINANCIAL PROPOSAL — DO NOT OPEN UNTIL TECHNICAL EVALUATION IS CONCLUDED**'.

16.2 The Financial Proposal shall be denominated in Kenya Shillings (KES) unless the Data Sheet permits foreign currency components. Where foreign currency is used, the exchange rate for conversion shall be specified in the Data Sheet.

16.3 The Financial Proposal shall include:

- (a) FP-1: Financial Proposal Submission Form — confirming the total fee;
- (b) FP-2: Summary of Costs - professional fees and reimbursable expenses;
- (c) FP-3: Breakdown of Professional Fees - staff categories, time inputs, daily/hourly rates;
- (d) FP-4: Reimbursable Expenses — travel, accommodation, per diem, communications, report production and other agreed items.

16.4 All taxes shall be included in the Financial Proposal, except withholding tax which KPR DC Pension Fund shall deduct at source as required by Kenyan tax law. Where the Consultant is VAT-registered, VAT shall be stated separately.

16.5 The Financial Proposal shall be valid for the same period as the Technical Proposal. Rates included in the Financial Proposal shall not be modified if the validity period is extended by agreement.

C. SUBMISSION, OPENING AND EVALUATION

17. Submission of Proposals

17.1 Consultants shall submit two separate sealed envelopes:

- Envelope A (Technical Proposal): **Clearly marked 'TECHNICAL PROPOSAL — [Tender Reference] — [Consultant Name] — DO NOT OPEN BEFORE [Date/Time]';**

- Envelope B (Financial Proposal): **Clearly marked 'FINANCIAL PROPOSAL — [Tender Reference] — [Consultant Name] — DO NOT OPEN UNTIL COMPLETION OF TECHNICAL EVALUATION'.**
- Both Envelopes shall be placed inside a sealed outer envelope addressed to: The Chief Executive Officer, Kenya Petroleum Refineries Limited, Refinery Road, P.O. Box 90401 - 80100, Mombasa.
- Completed proposals are to be deposited in the **Tender Box at KPRL Offices Reception in Changamwe, Refinery Road, Mombasa** on or before the **CLOSING DATE on TUESDAY, 3RD NOVEMBER 2026 at 1000hrs.**

17.4 Proposals submitted after the deadline shall not be opened. The Proposals shall be rejected without evaluation.

17.5 Consultants may modify or withdraw their Proposals before the submission deadline by written notice. No modification is permitted after the deadline.

18. Confidentiality

18.1 All information relating to the evaluation and selection of Proposals is confidential from the time of submission until the public announcement of the award. Consultants shall not seek to influence the evaluation process. Any attempt to contact KPR DC Pension Fund employees for improper purposes shall result in disqualification.

19. Opening of Technical Proposals

19.1 Technical Proposals shall be opened publicly at the time, date and venue stated in the Data Sheet, in the presence of Consultants' authorised representatives who choose to attend.

19.2 Financial Proposals shall remain sealed until the completion of Technical Evaluation and shall only be opened after Consultants meeting the minimum technical threshold have been determined.

20. Evaluation Process — Overview

20.1 KPR DC Pension Fund shall evaluate Proposals in a structured sequential process: (1) Preliminary/Administrative Review; (2) Technical Evaluation; (3) Financial Evaluation (only for Proposals meeting the minimum technical score); and (4) Combined Scoring (where QCBS applies).

21. Evaluation of Technical Proposals

21.1 Technical Proposals shall be evaluated using the evaluation criteria and scoring grid specified in Section III (Evaluation Framework) and the Data Sheet.

21.2 Proposals shall be evaluated for: (a) Firm's relevant experience and track record; (b) Understanding of the Assignment; (c) Technical approach and methodology; (d) Work plan; (e) Team composition and qualifications of Key Experts.

21.3 KPR DC Pension Fund may, during the Technical Evaluation, request written clarification from a Consultant on any aspect of its Technical Proposal. Clarifications shall not change the substance of the Proposal.

21.4 Proposals scoring below the minimum technical score stated in the Data Sheet (default: 75 out of 100) shall be notified that they have not qualified for the financial stage and their Financial Proposals shall not be opened.

22. Evaluation of Financial Proposals

22.1 KPR DC Pension Fund shall review Financial Proposals for: completeness; correct computation; consistent pricing of all items in the Technical Proposal; and any arithmetic errors. Arithmetic errors shall be corrected as follows: the unit price shall prevail over the total price; words shall prevail over figures. Consultants shall be notified of arithmetic corrections and shall confirm acceptance. If a Consultant does not confirm within the stipulated time, its Proposal shall be disqualified.

22.2 The lowest evaluated Financial Proposal shall receive the maximum financial score of 100 points. Other Proposals' financial scores shall be calculated as: Financial Score = (Lowest Evaluated Price / Proposal's Evaluated Price) × 100.

23. Combined Quality and Cost Evaluation (QCBS)

23.1 Where QCBS is the selection method, the combined score shall be calculated as:

Combined Score = (Technical Score × Technical Weight) + (Financial Score × Financial Weight)

The weights shall be as stated in the Data Sheet. The Consultant with the highest Combined Score shall be recommended for award.

24. Taxes

24.1 KPR DC Pension Fund shall deduct withholding tax on all payments to the Consultant as required by Kenyan tax law. This deduction is not negotiable and shall not affect the Consultant's proposed fees. Where the Consultant is VAT-registered, KPR DC Pension Fund shall pay VAT against a valid VAT invoice. The Tax Compliance Certificate of the Consultant shall be verified before contract signing.

D. NEGOTIATIONS AND AWARD

25. Negotiations

25.1 After the evaluation is complete, KPR DC Pension Fund may invite the highest-ranked Consultant (or the Consultant with the highest Combined Score under QCBS) for negotiations. The purpose of negotiations is to:

- (a) Clarify or refine the Terms of Reference, the work plan and the approach and methodology;
- (b) Discuss and agree on the deployment of Key Experts and their respective time inputs;
- (c) Discuss and finalise the Financial Proposal — negotiations may result in adjustments for agreed scope changes or input refinements, but the overall fees shall not be negotiated downward below the level that would make the services uneconomical to deliver;
- (d) Finalise the Special Conditions of Contract.

25.2 Negotiations shall not substantially alter the scope, deliverables or quality standards of the Assignment as defined in the ToR.

26. Conclusion of Negotiations

26.1 If negotiations with the highest-ranked Consultant are unsuccessful KPR DC Pension Fund shall notify the Consultant that negotiations have concluded without agreement and shall invite the next-ranked Consultant for negotiations.

27. Award of Contract

27.1 Following successful negotiations, KPR DC Pension Fund shall issue a Letter of Award to the successful Consultant.

27.2 The Contract shall be signed within the period stated in the Letter of Award, unless otherwise agreed. The Consultant shall provide the Performance Security/Professional Indemnity (where required) within 10 working days of contract signing.

E. COMPLAINTS AND APPEALS

28. Complaint Mechanism

28.1 A Consultant that considers it has been treated unfairly in the selection process may submit a written complaint to the Supply Chain Manager within five (5) working days of the event giving rise to the complaint.

28.2 KPR DC Pension Fund shall acknowledge receipt within five (5) working days and provide a substantive response within fifteen (15) working days of receipt.

SECTION II: DATA SHEET

This Data Sheet supplements, amends or provides information specific to each Assignment. Where there is conflict between the ITC and the Data Sheet, the Data Sheet prevails.

ITC Reference	Assignment-Specific Data
Assignment Reference No.	KPRL/RFP/026.022/2026-2027
Assignment Title	Tender for recruitment of a Trust Secretary for the Kenya Petroleum Refineries Defined Contribution Pension Fund
Type of Consultancy	Trust Secretary
Proposal Type (ITC 15)	Full Technical Proposal (FTP)
Selection Method (Section III)	Quality and Cost-Based Selection (QCBS)
Technical: Financial Weighting (ITC 23.1)	T: 80% / F: 20%
Minimum Technical Score (ITC 21.4)	[80 out of 100] — Proposals below this score are disqualified from financial evaluation
Contract Type	Quarterly Retainer
Estimated Contract Duration	One (1) year, commencing from the date of execution of the contract, with an option to renew for further term of up to two (1) year, subject to satisfactory performance and mutual agreement
Commencement Date	To be confirmed at contract signing
JV Permissibility (ITC 13)	Not permitted
Sub-consulting Permissibility	Not Permitted
Proposal Security (ITC 11)	Provide evidence of a professional indemnity guarantee of Kes.100,000
Proposal Validity (ITC 10.1)	154 calendar days from submission deadline
Currency of Financial Proposal (ITC 16.2)	Kenya Shillings (KES)
Exchange Rate Reference	CBK mid-rate on date of Financial Proposal submission

Submission Method (ITC 17.1)	This is a “two-envelope” tender (technical & Financial Bid) therefore, BOTH Envelopes shall be placed inside a sealed outer envelope addressed to: The Chief Executive Officer, Kenya Petroleum Refineries Limited, Refinery Road, P.O. Box 90401 - 80100, Mombasa. Completed Bids are to be deposited in the Tender Box provided at the Reception at KPRL Offices in Changamwe, Mombasa on or before the CLOSING DATE on TUESDAY, 3RD NOVEMBER 2026 at 1000hrs.
Proposal Submission Deadline	TUESDAY, 3RD NOVEMBER 2026 at 1000hrs
Clarification Deadline (ITC 12.1)	5 working days before submission deadline
Clarification Address (ITC 12.1)	Supply Chain Manager, Kenya Petroleum Refineries Limited, Refinery Road, Changamwe, Mombasa. Email: tenders@kprl.co.ke
Technical Proposal Opening	TUESDAY, 3RD NOVEMBER 2026 at 1000hrs
Financial Proposal Opening	After completion of Technical Evaluation
Eligible Countries (ITC 5.1)	Open Tender
Performance Security (GCC-CS 16)	Professional Indemnity Cover shall be required.
Advance Payment	None
Key Expert Remuneration Disclosure	Consultants' daily rates for Key Experts shall disclosed
Terms of Reference	Appendix A to the Data Sheet

PART 2 – PROPOSAL FORMS

SECTION III: TECHNICAL AND FINANCIAL PROPOSAL FORMS

Consultants shall complete and submit all applicable forms as part of their bid submission. Forms may be reproduced on the Consultant's letterhead provided all required content is fully retained.

FORM TP-1: TECHNICAL PROPOSAL SUBMISSION FORM

Date: _____

Assignment Reference No.: _____

To:

The Chief Executive Officer,
Kenya Petroleum Refineries Limited,
P.O. Box 90401 - 80100,
Mombasa.

We, the undersigned, offer to provide the consultancy services for Trust Secretary in accordance with this SRFP and the Terms of Reference.

We hereby confirm that:

- We have read and understood the full SRFP and all its annexures, including the Terms of Reference;
- We have no conflict of interest in relation to this Assignment as defined in ITC Clause 3, or we have disclosed all actual or potential conflicts of interest in Form COI attached hereto;
- We are eligible under ITC Clause 5 and are not subject to any debarment;
- Our Proposal is valid for the period stated in the Data Sheet;
- We have not engaged in any corrupt, fraudulent, collusive, coercive or obstructive practice;
- The Technical Proposal submitted is our own and contains no financial or cost information;

- We commit to comply with KPR DC Pension Fund's Data Protection Policy and the Data Protection Act 2019;
- We will sign the Contract and provide the Performance Security or Professional Indemnity within 10 working days of the Letter of Award.

Name and signature of authorised representative: _____

Title: _____

Date & Stamp: _____

FORM TP-2: CONSULTANT'S ORGANISATION AND EXPERIENCE**SECTION A — FIRM PROFILE**

Full Registered Name of Firm	
Type of Entity	Company / Partnership / Sole Proprietorship / Individual
Country of Incorporation	
Year Established	
Company Registration / PIN Number	
VAT Registration Number	
Professional Body Membership(s)	e.g., ICPAK, LSK, ICS, IEK, AAK, KISM, etc. (if applicable)
Physical Address	
Postal Address	
Telephone	
Email	
Website	
Contact Person for this Assignment	
Total Professional Staff (all offices)	
Total Professional Staff (Kenya)	
Is this a JV / Consortium?	Yes / No (if Yes, attach JV Agreement)

SECTION B — RELEVANT EXPERIENCE

List assignments of similar nature completed in the last five (5) years. Provide at least 3 and up to 6 assignments. Use one row per assignment.

No.	Assignment Name & Description	Client Name	Period	Value (KES/USD)	Outcome / Deliverables
1					
2					
3					
4					
5					

FORM TP-3: UNDERSTANDING OF THE ASSIGNMENT

Provide a narrative (maximum 4 pages for FTP; maximum 2 pages for STP) demonstrating:

- Understanding of KPR DC Pension Fund's context, challenges and objectives for this Assignment;
- Identification of key issues, risks and challenges relevant to the Assignment;
- How the Consultant's experience and capabilities are uniquely suited to this Assignment;
- Any assumptions or clarifications regarding the Terms of Reference.

FORM TP-4: TECHNICAL APPROACH AND METHODOLOGY

Provide a detailed technical approach (maximum 10 pages for FTP; maximum 5 pages for STP) covering:

- Technical approach for each phase or component of the Assignment;
- Specific methodologies, tools, frameworks, models or technologies to be used;
- Innovation and added value the Consultant brings to this Assignment;

- Quality assurance and quality control plan — how will deliverables be reviewed internally before submission;
- Risk identification and mitigation strategy;
- How the Consultant will manage the interface with KPR DC Pension Fund’s counterpart members;
- Local content strategy — Kenyan professional involvement and knowledge transfer.

FORM TP-5: WORK PLAN AND SCHEDULE

Provide a time-phased work plan (Gantt chart or equivalent) for the full duration of the Assignment. The work plan shall show:

- All activities, tasks and sub-tasks, with start and end dates;
- Key milestones and deliverable submission dates (aligned with the ToR);
- Key Expert time inputs mapped to each activity (man-days or percentage);
- Critical path (for complex assignments);
- Phased mobilisation plan if the Assignment requires staged deployment.

No.	Task / Activity	Deliverable	Expert Responsible	Timing (Weeks)
1				
2				
3				
4				
5				
6				

FORM TP-6: TEAM COMPOSITION AND RESPONSIBILITIES

Provide an organisational chart and the table below for all Key Experts and supporting staff proposed for this Assignment.

No.	Name	Position/Role	Key Expert? (Y/N)	Time Input (%)	Specific Responsibilities
1					
2					
3					
4					
5					
6					

FORM TP-7: CURRICULUM VITAE — KEY EXPERT

Complete one TP-7 form for each Key Expert. CVs shall be signed by the Expert confirming availability for this Assignment. Unsigned CVs may be rejected.

Expert Position in Assignment	
Full Name	
Date of Birth	
Nationality	
Highest Academic Qualification	Degree, Field, Institution, Year
Professional Registrations	Body, Registration No., Year
Languages	Language — Level (Excellent/Good/Fair): Reading/Writing/Speaking
Total Years of Professional Experience	

Total Years with this Firm	
Membership of Professional Bodies	

EMPLOYMENT RECORD (Last 5 years — most recent first):

Period (From–To)	Employer	Position	Responsibilities

RELEVANT ASSIGNMENTS (Last 5 years — most recent first):

Assignment Name	Client / Location	Period	Expert's Role and Key Outputs

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience. I confirm my availability for this Assignment as proposed in the Proposal.

Expert Signature: _____

Date: _____

FORM FP-1: FINANCIAL PROPOSAL SUBMISSION FORM

SUBMIT THIS FORM AS A SEPARATE CONFIDENTIAL SUBMISSION IN A SEPARATE SEALED ENVELOPE. Do NOT include in the Technical Proposal.

	Task	Quantities	Unit Cost (KES)	Cost (in KES)
1.	Quarterly retainer fee	4		
2	Adhoc / Other extra meetings/Activities	On need basis		
3.	Any other reimbursable expenses, fees or charges, that KPR DC Pension Fund may be required to bear. (provide list)	4		
4.	Taxes			
	TOTAL COST (KES) (Inclusive of all applicable taxes)			

NOTE. The standard amount of reimbursable expenses on FORM FP-1 for Adhoc/Other extra meetings/Activities will be reimbursed based on actual expenses with prior approval by KPR DC Pension Fund.

We, the undersigned, offer to provide the consultancy services for **TRUST SECRETARY** for the total financial proposal of **Kenya Shillings (inclusive of VAT):**

This Financial Proposal is valid for the validity period stated in the Data Sheet. During this period, the rates in the proposal shall not be modified if the validity period is extended by agreement. We understand that KPR DC Pension Fund shall deduct withholding tax at source.

Authorised Signature: _____

Date & Stamp: _____

FORM FP-2: SUMMARY OF COSTS -Not Applicable

Cost Component	Amount (KES)
A. Professional Fees (from FP-3)	
B. Reimbursable Expenses (from FP-4)	
TOTAL FEE (exclusive of VAT)	
VAT (state rate: ____ %)	
GRAND TOTAL (inclusive of VAT)	
Withholding Tax (for information only — to be deducted by KPR DC Pension Fund)	

FORM FP-3: BREAKDOWN OF PROFESSIONAL FEES -Not Applicable

No.	Expert / Staff Category	Level	Rate (KES/Day)	Time Input (Days)	Total (KES)
1					
2					
3					
4					
5					
6					
	SUBTOTAL — Professional Fees				

FORM FP-4: REIMBURSABLE EXPENSES -Not Applicable

No.	Expense Category	Unit Cost (KES)	Total (KES)
1	Air Travel (economy class, specify routes)		
2	Ground Transport (specify)		
3	Accommodation (specify location — rate/night × nights)		
4	Per Diem / Subsistence (rate/day × days)		
5	Communications (telephone, internet — lump sum)		
6	Report Production and Reproduction (if required)		
7	Translation (if required)		
8	Miscellaneous (specify)		
	SUBTOTAL — Reimbursable Expenses		

FORM COI: CONFLICT OF INTEREST DECLARATION

I/We, [Name of Consultant/Firm], declare that:

1. I/We have read and understood the conflict of interest provisions in ITC Clause 3;
2. Neither I/We, nor any of our JV partners, sub-consultants, Experts or agents, have a conflict of interest in relation to this Assignment as defined in ITC Clause 3; OR we have the following actual or potential conflicts to disclose [describe]:
3. I/We did not assist in the preparation of the Terms of Reference or other tender documents for this Assignment (or: we did so in the following limited capacity [describe], which we confirm did not give us an unfair competitive advantage);
4. We understand that non-disclosure of a conflict of interest may result in disqualification and/or termination of contract.

Title of authorized personnel: _____

Signed: _____

Date & Stamp: _____

FORM BOD: BENEFICIAL OWNERSHIP DISCLOSURE FORM

A beneficial owner is a natural person who ultimately owns or controls 10% or more of the shares or voting rights of the Consultant, or who otherwise exercises control over the Consultant.

No.	Full Name	Nationality	ID/Passport No.	% Ownership	Nature of Control	Country of Residence
1						
2						
3						

Where the Consultant is a publicly listed company, state the exchange:

Signed: _____

Date & Stamp: _____

FORM ACD: ANTI-CORRUPTION DECLARATION

I/We, [Name of Consultant], solemnly declare that:

5. I/We have not offered, given or promised any inducement, gift, bribe or benefit to any KPR DC Pension Fund employee or agent in connection with this Proposal;
6. I/We have not colluded with any other Consultant in the preparation of this Proposal;
7. I/We have not engaged in any fraudulent misrepresentation in this Proposal;
8. I/We will promptly report any attempt to induce corrupt behaviour to KPR DC Pension Fund through its official email refineries@kprl.co.ke
9. I/We comply with the Anti-Corruption and Economic Crimes Act 2003, the Bribery Act 2016 and POCAMLA 2009;
10. I/We disclose the following agents or intermediaries engaged in connection with this Proposal (name, address, fee): [State 'None' if none].

,

Name & Signature of authorized personnel: _____

Date & Stamp: _____

FORM DPD: DATA PROTECTION COMPLIANCE DECLARATION

I/We, [Name of Consultant], hereby declare and commit that:

1. I/We will process personal data received from KPR DC Pension Fund only for the purposes of this Assignment and in accordance with documented instructions from KPR DC Pension Fund;
2. I/We will implement appropriate technical and organisational security measures to protect personal data;
3. I/We will not transfer personal data outside Kenya without KPR DC Pension Fund's prior written approval and appropriate safeguards;
4. I/We will report any personal data breach to KPR DC Pension Fund within 24 hours of discovery;
5. I/We will securely return or destroy all personal data at the end of the Assignment as directed by KPR DC Pension Fund;
6. I/We comply with the Data Protection Act 2019 (Kenya) and will enter into a Data Processing Agreement with KPR DC Pension Fund if required.

Name & Signature of authorized personnel: _____

Date & Stamp: _____

PART 3 – EVALUATION FRAMEWORK

SECTION IV: SELECTION METHODS AND EVALUATION CRITERIA

This Section defines the selection methods available for KPR DC Pension Fund’s consultancy procurement and the detailed evaluation criteria applicable to each. The Data Sheet specifies which selection method and criteria apply to each specific Assignment.

A. OVERVIEW OF SELECTION METHODS

KPR DC Pension Fund shall select the most appropriate method based on the nature, complexity and strategic importance of the Assignment. The following methods are available:

Method	Best Used For	Key Characteristics
QCBS (Quality and Cost-Based Selection)	Complex, high-value assignments where both quality and cost matter	Separate Technical and Financial Proposals evaluated independently. Technical scored and threshold applied. Financial score calculated. Combined score = $(T \times \text{Technical Weight}) + (F \times \text{Financial Weight})$. Highest combined score wins. Most widely used method.
QBS (Quality-Based Selection)	Highly complex, strategic or sensitive assignments where quality is paramount	Technical Proposals ranked by quality score only. Financial Proposal of highest-ranked Consultant opened and negotiated. Used where the scope is difficult to define, innovative thinking is needed, or cost is secondary to quality. Examples: corporate strategy, critical legal advisory, M&A advisory.
LCS (Least-Cost Selection)	Routine, well-defined assignments with standard outputs	All Proposals evaluated technically (pass/fail or minimum score). Among those qualifying, the Financial Proposal with the lowest cost wins. Used for standard audits, routine surveys, repetitive reporting assignments.

FBS (Fixed Budget Selection)	Assignments with fixed, non - negotiable budgets	KPR DC Pension Fundsets a maximum budget in the SRFP. The highest-quality Technical Proposal within that budget wins. Encourages consultants to optimise quality within the budget.
CQS (Consultant's Qualifications-Based Selection)	Small assignments below the threshold stated in the Data Sheet, or where time is critical	Consultants' qualifications and experience compared using a simplified evaluation. CVs and firm credentials evaluated. Selected Consultant's Financial Proposal negotiated to a reasonable price. No formal Technical Proposal required.
SSS (Single-Source Selection)	Emergency situations, unique capability, continuity of ongoing work	Only justified when: genuine emergency; only one qualified firm exists; follow-on assignment where changing firms would be inefficient. Must be approved by KPR DC Pension Fund authorised authority and documented.

B. STAGE 1: PRELIMINARY / ADMINISTRATIVE REVIEW (PASS/FAIL)

All Proposals shall first be reviewed for administrative compliance. Failure to meet any mandatory requirement shall result in rejection at this stage:

No.	Requirement	Pass / Fail
1	Form TP-1: Technical Proposal Submission Form — completed and signed	<i>PASS / FAIL</i>
2	Form TP-2: Firm Profile and Experience — completed	<i>PASS / FAIL</i>
3	Form TP-3: Understanding of Assignment — provided	<i>PASS / FAIL</i>
4	Form TP-4: Technical Approach and Methodology — provided	<i>PASS / FAIL</i>
5	Form TP-5: Work Plan and Schedule — provided	<i>PASS / FAIL</i>
6	Form TP-6: Team Composition and Responsibilities — provided	<i>PASS / FAIL</i>
7	Form TP-7: CVs of all Key Experts — signed by each Expert	<i>PASS / FAIL</i>

8	Form FP-1 to FP-4: Financial Proposal — submitted as a separate sealed envelope (NOT in Technical Proposal)	<i>PASS / FAIL</i>
9	Form COI: Conflict of Interest Declaration — signed & stamped	<i>PASS / FAIL</i>
10	Form BOD: Beneficial Ownership Disclosure — completed	<i>PASS / FAIL</i>
11	Form ACD: Anti-Corruption Declaration — signed & stamped	<i>PASS / FAIL</i>
12	Form DPD: Data Protection Compliance Declaration — signed & stamped	<i>PASS / FAIL</i>
13	JV Agreement (<i>where applicable</i>) — signed & stamped by all JV members – Not Applicable	<i>PASS / FAIL</i>
14	Proposal Security — provided in correct form and amount (where required by Data Sheet)- Not Applicable	<i>PASS / FAIL</i>
15	Valid KRA Tax Compliance Certificate (for Kenyan firms)	<i>PASS / FAIL</i>
16	Certificate of Incorporation or equivalent business registration	<i>PASS / FAIL</i>
17	Copy of CR12 or CR13	<i>PASS / FAIL</i>
18	Submit valid Practice license or certificate for the firm issued by Institute of Certified Secretaries of Kenya (ICS)	<i>PASS / FAIL</i>
19	Submit reference letters from three (3) Pension Schemes which you have/are providing Company Secretarial Services	<i>PASS / FAIL</i>
20	Technical Proposal contains NO financial or cost information	<i>PASS / FAIL</i>
21	Proposal valid for the required period stated in the Data Sheet	<i>PASS / FAIL</i>

C. STAGE 2: TECHNICAL EVALUATION — STANDARD SCORING CRITERIA

Technical Proposals that pass the preliminary review shall be evaluated using the following standard criteria. The Data Sheet may specify modifications or additional sub-criteria for specific Assignment types. Each criterion is scored by each Evaluation Committee member independently. Final technical scores shall be the arithmetic mean of all committee members' scores.

THE TECHNICAL CRITERIA AND POINT SYSTEM FOR THE EVALUATION OF THE TECHNICAL PROPOSALS:

Item	Criteria	Total Marks
1.	Technical Competence & Experience	
	(i) Specific experience of the Consultant, as a firm, relevant to the Assignment that demonstrates having performed Trustee/company secretarial services and corporate governance in the pension sector in Kenya: Tenderer to attach proof of experience in the form of reference letters and copies of Contracts or Purchase orders [0 - 20] 5 years and above Experience 30 Points 1 to 5years' Experience 15 Points Total points for criterion (i): [30]	30 Marks
2	Key Personnel & Resources	
	(ii) Key Experts' qualifications and competence for the Assignment: {<u>Notes to Consultant</u>: each position number corresponds to the same for the Key Experts in Form TP7 to be prepared by the Consultant} Bidders to attach copies of the relevant certificates. (a)Position: [Team Leader] Bachelor's Degree in Business, Economics, Law, Social Science, Human Resource, Actuarial Science, Insurance, Finance, Accounting, Trustee certification (TDPK) and a certified secretary by ICS and with at least five (5) years' experience in pensions governance and administration. [35 Points] (b)Position: [Asst. Team Leader] Bachelor's Degree in Business, Economics, Law, Social Science, Human Resource, Actuarial Science, Insurance, Finance, Accounting and a certified secretary and with At least three (3) years'	70 marks

	experience in pensions governance and administration. [25 points] (c)Position: [Support Officer] A Certified Public Secretary and with At least 2 years' experience in pensions governance and administration (10 points) Otherwise Zero points Total points for criterion (ii): [70] The number of points to be assigned to each of the above Key Experts positions shall be determined considering the following sub-criteria and relevant percentage weights: (1) General qualifications (general education 10% training 20% and experience 30%); (2) Adequacy for the Assignment (relevant education, training, experience in the sector): 60%	
	Total	100 marks

Note: Only bidders who attain 75 marks and above will proceed to the next level of evaluation

KPR DC Pension Fund reserves the right to conduct due diligence on shortlisted entities, request presentations or clarifications, and to accept or reject any proposal without assigning reasons.

D. STAGE 3: FINANCIAL EVALUATION

Financial Proposals of technically qualifying Consultants (those meeting the minimum technical score) shall be opened and evaluated. The evaluation shall:

- Review the Financial Proposal for completeness — all items in the Technical Proposal (Form TP-3, TP-4, TP-5) shall have been costed;
- Identify and correct arithmetic errors — unit rates prevail over totals; words prevail over figures;
- Identify any items in the Technical Proposal that have not been costed in the Financial Proposal — such items shall be assumed to be included in the cost of other items and shall not be paid for separately;
- Convert all amounts to Kenya Shillings at the exchange rate specified in the Data Sheet;

- Calculate the Financial Score for each Consultant using: Financial Score = (Lowest Evaluated Price / Consultant's Evaluated Price) × 100.

E. STAGE 4: COMBINED SCORING (QCBS ONLY)

Under QCBS, the combined score for each technically qualifying Consultant shall be calculated as:

Component	Weight (per Data Sheet)	Score
Technical Score	T% (80%)	Technical Score × T%
Financial Score	F% (20%)	Financial Score × F%
COMBINED SCORE (Total)	100%	Sum of weighted scores

The Consultant with the highest Combined Score shall be invited for negotiations and recommended for award, subject to verification of qualifications.

G. POST-QUALIFICATION VERIFICATION

Before issuing the Letter of Award, KPR DC Pension Fund shall verify the qualifications of the recommended Consultant. Some of the data may already have been check by KPC at supplier pre-qualification level:

Verification Item	Minimum Requirement
Legal Registration	Valid Certificate of Incorporation or business registration
Tax Compliance	Valid KRA Tax Compliance Certificate; PIN Certificate
Professional Indemnity Insurance	Where specified in the Data Sheet — minimum cover amount stated in TDS
Key Expert Availability	Key Experts designated as mandatory must be confirmed as available for the Assignment
Client References	At least 3 satisfactory references from previous clients; KPR DC Pension Fund may contact referees directly

Beneficial Ownership	Beneficial Ownership Form verified; no sanctioned individuals identified
No Adverse Findings	No KPR DC Pension Fund debarment; no recent corruption conviction; no adverse regulatory findings For consultants that have previously undertaken contracts for KPR DC Pension Fund or KPRL, past performance shall form part of the post-qualification evaluation. KPR DC Pension Fund reserves the right to assess the bidder's performance on previous or ongoing contracts, including but not limited to quality of work, adherence to contract requirements, delivery timelines, safety performance, responsiveness, and resolution of defects or contractual issues. Any adverse performance record associated with such related entities may be considered in determining the bidder's suitability for award. Bidders with a history of unsatisfactory performance shall be deemed non-responsive at the post-qualification stage.

PART 4 – GENERAL CONDITIONS OF CONTRACT

SECTION V: GENERAL CONDITIONS OF CONTRACT FOR CONSULTANCY SERVICES (GCC-CS)

These General Conditions apply to all consultancy services contracts entered into by KPR DC Pension Fund, whether under a Time-Based or Lump-Sum form of contract, unless amended or supplemented by the Special Conditions of Contract.

1. DEFINITIONS

- "Assignment" means the consultancy services to be provided by the Consultant under this Contract;
- "Client" means Kenya Petroleum Refineries Limited (KPR DC Pension Fund);
- "Contract Price" means the agreed ceiling amount (Time-Based) or fixed price (Lump-Sum) payable to the Consultant;
- "Data Protection Act" means the Data Protection Act 2019 of Kenya;
- "Deliverable" means any report, drawing, plan, specification, dataset, model, software or other item required to be submitted by the Consultant;
- "Expert" or "Key Expert" means the professional named in Appendix B whose skills are critical to the Assignment;
- "Force Majeure" has the meaning in GCC-CS Clause 18;
- "GCC-CS" means these General Conditions of Contract for Consultancy Services;
- "Intellectual Property Rights" means patents, trademarks, copyright, trade secrets, know-how, database rights and other similar rights;
- "Lump-Sum Contract" means a contract where payment is for defined Deliverables at a fixed price;
- "Reimbursable Expenses" means pre-agreed out-of-pocket costs recovered at actual cost as listed in Appendix D;
- "SCC" means the Special Conditions of Contract, which supplement or amend these GCC-CS;
- "Time-Based Contract" means a contract where the Consultant is paid for actual expert time and agreed reimbursable expenses;

- "Terms of Reference (ToR)" means Appendix A, describing the scope and requirements of the Assignment;

2. APPLICABLE LAW AND JURISDICTION

2.1 This Contract shall be governed by the laws of Kenya.

2.2 The Parties submit to the exclusive jurisdiction of the courts of Kenya, subject to the dispute resolution provisions in GCC-CS Clause 22.

3. LANGUAGE

3.1 This Contract and all Deliverables, correspondence and reports shall be in English unless otherwise agreed in the SCC.

4. RELATIONSHIP BETWEEN THE PARTIES

4.1 The Consultant shall perform the Assignment as an independent contractor and not as an employee, agent or partner of KPR DC Pension Fund. The Consultant has no authority to bind KPR DC Pension Fund in any way. The Consultant's personnel are employees of the Consultant and not of KPR DC Pension Fund.

4.2 Nothing in this Contract shall be construed as creating a partnership, joint venture or employment relationship between the Parties.

5. CONTRACT EFFECTIVENESS AND COMMENCEMENT

5.1 This Contract shall become effective on the date of signature by both Parties.

5.2 The Consultant shall commence the Assignment on the Commencement Date stated in the SCC or the Contract Agreement and shall proceed with due diligence throughout.

5.3 The Contract shall expire on the date stated in the SCC, unless terminated earlier or extended by mutual written agreement.

6. SCOPE OF SERVICES

6.1 The Consultant shall perform the Assignment described in the ToR, and the services described in its Technical Proposal (as accepted by KPR DC Pension Fund), with the standard of professional care and diligence expected of an experienced consultancy firm specialised in the relevant discipline.

6.2 The Consultant shall not subcontract the Assignment as a whole without KPR DC Pension Fund's prior written consent. The Consultant may engage sub-

consultants as proposed in the Technical Proposal, provided that the Lead Consultant remains fully responsible for all aspects of the Contract performance.

6.3 Changes to the scope of services shall be agreed in writing by both Parties as a Contract Amendment. KPR DC Pension Fund shall pay for additional services properly authorised in writing before their commencement.

7. KEY EXPERTS

7.1 The Key Experts named in Appendix B are essential to the Assignment. The Consultant shall not replace or substitute a Key Expert without KPR DC Pension Fund's prior written approval. Proposed replacement Experts shall have qualifications and experience at least equivalent to those of the Expert being replaced.

7.2 If KPR DC Pension Fund finds that the performance of any Key Expert is unsatisfactory, KPR DC Pension Fund may request replacement by written notice. The Consultant shall replace such Expert within 21 days.

7.3 Where a Key Expert is removed or replaced at the Consultant's initiative (including through resignation or departure), the Consultant shall bear all additional costs of replacement and shall not invoice KPR DC Pension Fund for any gap in services. If the replacement process takes more than 14 days, KPR DC Pension Fund may deduct from amounts payable the pro-rated cost of the gap period.

7.4 The Consultant shall ensure that Key Experts' time inputs are as stated in Appendix B. Under a Time-Based Contract, KPR DC Pension Fund shall pay for approved Expert time only. Under a Lump-Sum Contract, the Consultant shall deliver the agreed Deliverables regardless of the time actually spent.

8. PERFORMANCE STANDARD

8.1 The Consultant shall perform the Assignment to the highest professional standards and in accordance with applicable professional codes of conduct and Kenyan law.

8.2 The Consultant shall comply with all applicable KPR DC Pension Fund policies and standards communicated in writing, including procurement, HSE, data protection and anti-corruption policies.

9. DELIVERABLES, REVIEW AND ACCEPTANCE

9.1 The Consultant shall produce and submit all Deliverables in the format, quality and timelines specified in the ToR or the SCC.

9.2 KPR DC Pension Fund shall review each Deliverable within the period stated in the SCC (default: 15 working days) and shall: accept the Deliverable; or notify the Consultant in writing of specific deficiencies requiring revision. If KPR DC Pension Fund does not respond within the review period, the Deliverable shall be deemed accepted.

9.3 The Consultant shall revise and resubmit any rejected Deliverable within the period stated in the SCC (default: 10 working days) at no additional cost to KPC PLC.

9.4 Acceptance of a Deliverable does not limit KPR DC Pension Fund's right to dispute the accuracy or completeness of the underlying work if material errors emerge subsequently.

10. REPORTING

10.1 The Consultant shall submit progress reports at the frequency specified in the SCC (default: monthly), covering: work performed; Deliverables submitted; issues encountered; proposed remedial actions; and resource utilisation.

10.2 The Consultant shall attend progress meetings as required by KPC PLC, at no additional cost. KPR DC Pension Fund shall provide meeting facilities where meetings are held at KPR DC Pension Fund offices.

11. PAYMENT

11.1 KPR DC Pension Fund shall pay the Consultant in accordance with the payment schedule in the SCC:

- Time-Based Contract: KPR DC Pension Fund shall pay monthly or as agreed, for Expert time (at rates in Appendix C) plus approved reimbursable expenses (at actual cost, as per Appendix D), upon submission and approval of a monthly invoice supported by timesheets and expense receipts;
- Lump-Sum Contract: KPR DC Pension Fund shall pay against accepted Deliverables in accordance with the payment schedule in Appendix D.

11.2 KPR DC Pension Fund shall effect payment within 30 days of receiving a valid invoice and, where applicable, a Deliverable Acceptance Certificate.

Payment shall be in Kenya Shillings to the bank account specified in the invoice, registered in KPR DC Pension Fund's supplier payment systems.

11.3 KPR DC Pension Fund shall deduct withholding tax from all payments as required by Kenyan tax law. Where the Consultant is VAT-registered, VAT shall be paid against a valid VAT invoice.

11.4 Under Time-Based Contracts, the ceiling amount stated in Appendix C shall not be exceeded without a written Contract Amendment.

12. TAXES AND DUTIES

12.1 The Consultant shall be responsible for all taxes, duties and levies applicable to it or its personnel in Kenya, including income tax and NSSF/NHIF obligations.

12.2 If after the date of signature of the Contract, any change in applicable Kenyan tax law materially increases the Consultant's tax burden under this Contract, KPR DC Pension Fund shall adjust the Contract Price to the extent of that demonstrable increase, provided the Consultant gives written notice within 28 days of the change taking effect.

13. INTELLECTUAL PROPERTY

13.1 Ownership of Deliverables: All reports, analyses, databases, software, models, drawings, designs, data, documentation and other Deliverables produced specifically for and under this Contract shall become the exclusive property of KPR DC Pension Fund upon full payment of all amounts due under the Contract. The Consultant shall hand over all such materials to KPR DC Pension Fund at contract completion.

13.2 Background IP: The Consultant retains ownership of its background intellectual property, that is, methodologies, frameworks, tools, know-how and proprietary materials developed independently of this Contract, that it incorporates into Deliverables. The Consultant grants KPR DC Pension Fund a non-exclusive, royalty-free, perpetual licence to use such background IP to the extent incorporated in the Deliverables.

13.3 Third-Party IP: Where Deliverables incorporate third-party intellectual property, the Consultant warrants that it has the right to include such material and grants KPR DC Pension Fund the right to use it as part of the Deliverable. The Consultant shall indemnify KPR DC Pension Fund against third-party claims arising from unauthorised use of third-party IP.

13.4 KPR DC Pension Fund Data: KPR DC Pension Fund retains ownership of all data, information and materials provided to the Consultant. The Consultant shall use such materials only for the purpose of this Assignment and shall not retain copies after contract completion without KPR DC Pension Fund's written consent.

14. CONFIDENTIALITY

14.1 The Consultant shall treat all KPR DC Pension Fund information as strictly confidential. This includes commercial, operational, technical, financial and personal information obtained in connection with this Assignment.

14.2 Exceptions: The confidentiality obligation shall not apply to information that: enters the public domain through no fault of the receiving Party; was already in the receiving Party's possession before disclosure; or is required to be disclosed by law or court order.

14.3 The Consultant shall not publish, present at conferences or otherwise publicly disclose any aspect of this Assignment or KPR DC Pension Fund's information without prior written consent from KPR DC Pension Fund.

14.4 This Clause shall survive the termination or expiry of the Contract for a period of five (5) years.

15. DATA PROTECTION

15.1 The Consultant shall comply with the Data Protection Act 2019 and any applicable subsidiary legislation in all processing of personal data under this Contract.

15.2 Where the Consultant processes personal data on behalf of KPR DC Pension Fund, it acts as a data processor. The Consultant shall:

- (a) Process personal data only on KPR DC Pension Fund's documented instructions and for no other purpose;
- (b) Implement appropriate technical and organisational measures to ensure the security of personal data;
- (c) Not engage sub-processors without KPR DC Pension Fund's prior written approval;
- (d) Assist KPR DC Pension Fund in responding to data subject rights requests within the statutory timeframes;

- (e) Notify KPR DC Pension Fund of any personal data breach within 24 hours of becoming aware of it;
- (f) Not transfer personal data outside Kenya without KPR DC Pension Fund's prior written consent and adequate safeguards;
- (g) Return or securely destroy all personal data at the end of the Assignment as directed by KPR DC Pension Fund, and provide a written certificate of destruction.

15.3 KPR DC Pension Fund and the Consultant shall, where required by the Data Protection Act, execute a formal Data Processing Agreement at the time of contract signing.

16. PERFORMANCE SECURITY

16.1 Where required by the Data Sheet and SCC, the Consultant shall provide a Performance Security within 10 working days of contract signing.

16.2 The Performance Security shall be in the form of an unconditional bank guarantee from a bank licensed by the Central Bank of Kenya, in the amount stated in the SCC.

16.3 KPR DC Pension Fund may call on the Performance Security if the Consultant is in material breach of the Contract and fails to remedy such breach within the notice period.

16.4 The Performance Security shall be returned within 30 days of the issue of the Final Completion Certificate.

17. PROFESSIONAL INDEMNITY AND INSURANCE

17.1 Where specified in the SCC, the Consultant shall maintain Professional Indemnity Insurance in the amount and for the period stated in the SCC, including a minimum run-off period of two (2) years after contract completion.

17.2 The Consultant shall also maintain: public liability insurance of not less than the amount in the SCC; employer's liability/WIBA cover for all personnel; and motor vehicle insurance (third party and comprehensive) for all vehicles used under this Assignment if applicable.

17.3 The Consultant shall provide evidence of all required insurances to KPR DC Pension Fund before commencing services, and shall notify KPR DC Pension Fund promptly if any policy is cancelled or reduced.

18. FORCE MAJEURE

18.1 Neither Party shall be liable for failure to perform its obligations if such failure is caused by a Force Majeure Event which is defined as an event beyond the affected Party's reasonable control that is unforeseeable and unavoidable, including: acts of God; war; terrorism; epidemic or pandemic declared by a competent authority; government-imposed restrictions; or similar events.

18.2 The affected Party shall notify the other Party in writing within five (5) days of the Force Majeure Event, describing its nature, expected duration and impact on performance.

18.3 If the Force Majeure Event continues for more than 60 days, either Party may terminate the Contract on 14 days' written notice. KPR DC Pension Fund shall pay for services properly rendered up to the termination date.

19. SUSPENSION

19.1 KPR DC Pension Fund may suspend the services in whole or in part by written notice. The Consultant shall immediately take steps to minimise further expenditure. Where suspension is not due to the Consultant's default and exceeds 30 days, KPR DC Pension Fund shall pay for reasonable proven costs incurred during the suspension period.

20. TERMINATION FOR DEFAULT

20.1 KPR DC Pension Fund may terminate this Contract with immediate effect if:

- (a) The Consultant commits a material breach and fails to remedy it within 21 days of written notice;
- (b) The Consultant becomes insolvent, bankrupt or unable to pay its debts;
- (c) The Consultant engages in corrupt, fraudulent, collusive or coercive conduct;
- (d) The Consultant fails to maintain a Key Expert essential to the Assignment and is unable to provide an acceptable replacement within 21 days.

20.2 On termination for default, KPR DC Pension Fund shall pay only for services properly performed and accepted up to the date of termination, less any damages KPR DC Pension Fund has suffered.

21. TERMINATION FOR CONVENIENCE

21.1 KPR DC Pension Fund may terminate this Contract for convenience on 30 calendar days' written notice. KPR DC Pension Fund shall pay for: (a) services properly rendered up to the termination date; (b) reasonable proven costs incurred by the Consultant for work in progress; and (c) reasonable demobilisation costs. KPR DC Pension Fund shall not be liable for anticipated profits on unperformed portions of the Assignment.

22. DISPUTE RESOLUTION

22.1 Any dispute arising from this Contract shall first be referred to the KPRL Supply Chain Manager and the Consultant's designated representative for amicable resolution within 21 days. The Supply Chain Manager shall involve other units in KPR DC Pension Fund as needed.

22.2 If not resolved within 21 days, the dispute shall be referred to mediation administered by the Nairobi Centre for International Arbitration (NCIA) or as agreed. Mediation shall be concluded within 60 days.

22.3 If mediation fails, the dispute shall be resolved by arbitration under the Arbitration Act (Cap 49) of Kenya. The seat shall be Nairobi; the language shall be English. The award shall be final and binding.

22.4 Pending resolution, the Consultant shall continue to perform its undisputed obligations.

23. ANTI-CORRUPTION AND ETHICS

23.1 The Consultant shall comply with the Anti-Corruption and Economic Crimes Act 2003, the Bribery Act 2016, POCAMLA 2009 and all applicable anti-corruption laws. The Consultant shall disclose all commissions or fees paid to agents in connection with this Contract.

23.2 KPR DC Pension Fund may immediately terminate this Contract if the Consultant is found to have engaged in corrupt, fraudulent, collusive or coercive conduct.

24. CODE OF ETHICS

The Consultant shall comply with KPR DC Pension Fund's Supplier Code of Ethics

25. INDEMNITY

25.1 The Consultant shall indemnify, defend and hold harmless KPR DC Pension Fund, its officers, employees and agents from and against all claims, losses, damages and costs arising from: The Consultant's negligence or wilful misconduct; breach of any term of this Contract; or infringement of third-party intellectual property rights.

25.2 KPR DC Pension Fund shall indemnify the Consultant from claims arising from KPR DC Pension Fund's negligence, wilful misconduct or breach of its obligations under this Contract.

26. LIMITATION OF LIABILITY

26.1 Except in cases of fraud, criminal negligence or wilful misconduct:

- (a) Neither Party shall be liable to the other for indirect, special or consequential loss (including loss of profit, loss of revenue or loss of business) arising out of this Contract;
- (b) The Consultant's aggregate liability to KPR DC Pension Fund under this Contract shall not exceed the total Contract Price, except in relation to: indemnity obligations for IP infringement; and breaches of confidentiality or data protection obligations.

27. NON-WAIVER AND SEVERABILITY

27.1 No failure or delay by either Party in exercising any right under this Contract shall constitute a waiver. Any waiver must be in writing.

27.2 If any provision is held to be illegal, invalid or unenforceable, the remaining provisions shall continue in full force.

28. NOTICES

28.1 All notices shall be in writing, addressed to the Parties at the addresses in the Contract Agreement. Notices are effective when: delivered personally; two (2) working days after sending by recorded courier; or upon confirmed email delivery (with read receipt or delivery confirmation).

28.2 Postal service shall not be used for time-sensitive notices.

29. ENTIRE AGREEMENT AND AMENDMENT

29.1 This Contract constitutes the entire agreement of the Parties and supersedes all prior negotiations and representations. No amendment shall be binding unless in writing and signed by both Parties.

30. CLIENT'S AUDIT RIGHTS

30.1 KPR DC Pension Fund and its authorised representatives (including internal and external auditors) shall have the right, on reasonable notice of not less than 5 working days, to inspect and audit the Consultant's records, accounts and documentation relating to the execution of this Contract, for a period of seven (7) years from the date of the Contract.

30.2 The Consultant shall ensure that sub-consultants are bound by equivalent audit access obligations.

PART 5 – SPECIAL CONDITIONS OF CONTRACT

SECTION VI: SPECIAL CONDITIONS OF CONTRACT (SCC)

These Special Conditions supplement or amend the GCC-CS. The SCC prevails over the GCC-CS in the event of conflict. Complete this section for each specific consultancy assignment.

GCC-CS Reference	Special Provision
GCC-CS 5.2 — Commencement Date	Within [14] days of contract signing
GCC-CS 5.3 — Contract Expiry	One (1) year, commencing from the date of execution of the contract, with an option to renew for further terms of up to one (1) year each, subject to satisfactory performance and mutual agreement
GCC-CS 7 — Key Experts	Key Experts and their minimum time inputs are specified in Appendix B
GCC-CS 9.2 — Deliverable Review Period	[15] working days from submission
GCC-CS 9.3 — Revision Period	[10] working days from written feedback
GCC-CS 10.1 — Progress Reports	[Monthly / As specified] — due by [5th of each month / other]
GCC-CS 11.1 — Payment Schedule	Lump-Sum
GCC-CS 11.2 — Payment Period	30 days from receipt of valid invoice
GCC-CS 11.4 — Interest on Late Payment	CBK prevailing mean commercial lending rate from due date
GCC-CS 16 — Performance Security	[Required: [10%] of Contract Price — Bank Guarantee] / [Not required]
GCC-CS 17 — Professional Indemnity	[Required: KES 5,000,000.00]

GCC-CS 17.2 — Public Liability	[KES [50] million per incident]
Contract Type	[Time-Based / Lump-Sum]
Ceiling Amount (Time-Based)	KES [____] — not to be exceeded without written amendment
Reimbursable Expenses	Actual cost, supported by receipts, as per Appendix D list [Per diem rates: as per [KPR DC Pension Fund policy / specify]] [Air travel: Economy class only for flights under [4] hours]
Counterpart Personnel	KPR DC Pension Fund shall provide: [specify counterpart staff, data access, office space, equipment]
Access to Facilities	KPR DC Pension Fund shall provide access to: [specify sites, systems, records, personnel]
Governing Law	Laws of Kenya
Dispute Resolution	Amicable resolution → NCIA Mediation → NCIA Arbitration (Arbitration Act Cap 49)
Data Processing Agreement	[Required — to be executed before commencement]
Additional Requirements	[Insert any assignment-specific requirements]

PART 6 – CONTRACT FORMS AND SCHEDULES

SECTION VII: CONTRACT FORMS AND APPENDICES

FORM C1: CONSULTANCY CONTRACT AGREEMENT

THIS CONSULTANCY CONTRACT AGREEMENT is entered into on the _____ day of _____ 20____ by and between:

(1) KENYA PETROLEUM REFINERIES DEFINED CONTRIBUTION PENSION FUND, a Pension Fund, with its registered office at Refinery Road, Changamwe, P.O. Box 90401-80100, Mombasa, Kenya (hereinafter 'KPR DC Pension Fund' or 'the Client'); and

(2) [NAME OF CONSULTANT], [type of entity] incorporated/registered under the laws of [Country], with offices at [Address] (hereinafter 'the Consultant').

RECITALS

- A. KPR DC Pension Fund issued a Request for Proposals under Reference No. _____ for the provision of [Assignment Title] ('the Assignment');
- B. The Consultant submitted a Proposal dated _____ and KPR DC Pension Fund accepted it following evaluation and negotiations;
- C. The Parties have agreed the terms of the Assignment as set out herein.

IT IS AGREED:

- 7. The Consultant shall provide the consultancy services described in the Terms of Reference (Appendix A) with professional care and diligence.
- 8. KPR DC Pension Fund shall pay the Consultant the Contract Price of KES _____ (exclusive of VAT) in accordance with the payment terms of the SCC.
- 9. The Contract Documents in order of priority: (a) this Agreement; (b) SCC; (c) GCC-CS; (d) Data Sheet; (e) ToR (Appendix A); (f) Key Experts (Appendix B); (g) Remuneration Schedule (Appendix C); (h) Reimbursable Expenses (Appendix D); (i) the Consultant's Technical Proposal (as accepted).

IN WITNESS WHEREOF the Parties have signed this Contract on the date first written above.

For KENYA PETROLEUM REFINERIES DEFINED CONTRIBUTION
PENSION FUND

Signature: _____

Name: _____

Title: _____

Date & Stamp: _____

For [NAME OF CONSULTANT]:

Signature: _____

Name: _____

Title: _____

Date & Stamp: _____

FORM C2: PERFORMANCE SECURITY (BANK GUARANTEE)

[Letterhead of Bank] | Date: _____

To: Kenya Petroleum Refineries Defined Contribution Pension Fund

WHEREAS [Name of Consultant] has entered into Contract No. _____ with KPR DC Pension Fund for the provision of [Assignment Title] ('the Contract'), and the Contract requires the Consultant to furnish KPR DC Pension Fund with a Performance Security:

WE, [Name of Bank], licensed by the Central Bank of Kenya, hereby irrevocably and unconditionally guarantee to pay KPR DC Pension Fund on first demand in writing, without cavil or argument, any sum up to KES _____ in the event that the Consultant fails to perform its obligations under the Contract and such failure is not remedied within the notice period.

This guarantee is valid until _____ [Contract Period + 60 days].

Bank Signature: _____

Stamp: _____

Date: _____

FORM C3: DELIVERABLE ACCEPTANCE CERTIFICATE (DAC)

Certificate No.	DAC-[Number]
Contract Reference	
Consultant	
Deliverable Description and Number	
Submission Date	
Review Deadline	
Quality Assessment	Satisfactory / Unsatisfactory
Comments / Conditions	
Accepted?	Fully Accepted / Accepted with Minor Comments / Rejected (requires revision)
Payment Triggered?	Yes / No — Milestone KES: _____

KPR DC Pension Fund Authorised Reviewer: _____ Title:
_____ Signature: _____ Date: _____

FORM C4: FINAL COMPLETION CERTIFICATE

This Certificate confirms that [Name of Consultant] has satisfactorily completed all services under Contract No. _____ for [Assignment Title].

Contract No.: _____

All Deliverables Accepted: _____

Contract Expiry Date: _____

Total Amount Paid: KES _____

Outstanding Obligations: [None / state]

Performance Security Release: Approved — to be returned within 30 days.

All Intellectual Property transferred: _____

All KPR DC Pension Fund data returned or destroyed:

KPR DC Pension Fund Authorised Officer: _____

Title: _____

Date & stamp: _____

FORM C5: CONTRACT AMENDMENT

CONTRACT AMENDMENT No. _____ to Contract No. _____

This Amendment is entered into by KPR DC Pension Fund and [Consultant] on _____.

The Parties hereby amend the Contract as follows:

1. Scope Change: _____
2. Reason for Change: _____
3. Impact on Contract Price: [Increase / Decrease / Nil] by KES

4. Revised Contract Price: KES _____
5. Impact on Timeline: [Extension / No Change] of _____ days; Revised Expiry: _____
6. Changes to Key Experts: _____
7. Other amendments: _____

All other terms remain unchanged.

KPR DC Pension Fund: Signature: _____ Name: _____

Date & Stamp: _____

Consultant: Signature: _____ Name: _____

Date & Stamp: _____

APPENDIX A — TERMS OF REFERENCE

TRUST SECRETARIAL SERVICES

The scope below is structured for inclusion in a tender document or Request for Proposals (RFP) for the appointment of a Trust Secretary for KPR DC Pension Fund.

1. Background and purpose

The KPR DC Pension Scheme intends to procure the services of a qualified and experienced Trust Secretary to provide professional secretarial, governance, compliance coordination and administrative support to the Board of Trustees and its committees.

The appointed service provider shall support effective decision-making, proper governance, accurate record-keeping, compliance monitoring and the orderly administration of the Scheme in accordance with Trust Deed and Rules, applicable Kenyan laws and regulations, and approved governance policies.

2. Objectives of the assignment

The objectives of the assignment shall be to:

1. Ensure effective and professional secretarial support to the Board of Trustees and its committees.
2. Promote sound corporate governance and accountability within the Scheme.
3. Support compliance with applicable pension laws, regulatory requirements and governance standards.
4. Maintain accurate, complete and secure records of meetings, decisions and governance activities.
5. Facilitate timely implementation and monitoring of resolutions made by the Board and its committees.

6. Strengthen the capacity of Trustees to discharge their fiduciary and governance responsibilities.
7. Ensure continuity, professionalism and confidentiality in the management of Scheme governance matters.

3. Detailed scope of services

i.	Board Meetings: • Convening (notice and agenda) Board/Committee Meetings including Annual General Meetings. • Attendance at Board, Committee, Member (Pension) meetings and recording proceedings. • Formulating the agenda for Board/Committee Meetings in consultation with the Board/Committee Chairperson (whichever is applicable). • Advising the Board of Trustees/Committees on procedures relating to meetings • Liaise with BOT Chair, secretariat and service providers on the preparation for the meetings as well as preparing board pack information (Board papers, Board memos, Action items for previous meetings etc) plus all other relevant documentation relating to such meetings. • Minuting board deliberations and preparing board resolutions. • Extracting Board resolutions, issue declarations and certify minutes and other meeting documents. • Production and distribution of records of board deliberations, board pack information and board resolutions where requested. • Maintaining the Board/Committee meeting attendance register, conflict of interest registers and gift register.
ii.	Corporate Governance Compliance Services • Advising the Board/Committee on corporate governance, changes in relevant laws and regulations affecting Fund and other legislations. • Keep under close review all legislative, regulatory and corporate governance developments that may affect the Scheme's operations and ensure that the board was fully briefed on these and that it has regard to them when taking decisions. • Provision of Board Evaluation services. • Facilitate implementation of recommendations from the Annual Evaluation Report. • Provision of Board Induction/Orientation services. • Preparation of Board Charters and Terms of Reference for Board Committees.

	• Statutory Health Checks - Undertake internal legal compliance and corporate governance audits • Facilitate legal compliance and corporate governance audits being undertaken by external auditor. • In consultation with the Board, prepare the annual board almanac detailing the schedule of meetings/board calendar and workplan.
iii.	Custodial Services • Ensuring the safe custody and proper use of the Scheme Stamp/Seal. • Ensuring safe custody of statutory records and other documents.
iv.	Communication and Advisory Services • Responding to Board of Trustees requests for advice/opinions • Advising the Board/Committee on corporate governance, changes in relevant laws and regulations affecting the scheme and other legislations. • Formal communication of the Board's decisions to the sponsor.
v.	Compliance • Filing of returns as required under the RBA Act and any other related regulatory body/office. • Updating statutory registers as and when changes in Trustees and company secretary occur. • Notifying the authority on changes in the Board of Trustees as and when the changes happen.
vi.	Others • Preparation/Issuance of appointment letters to Trustees as and when required. • Engagements with service providers (training, seminars, retreats, breakaway sessions) on Board related affairs (within/outside Mombasa). • Review and execution/certification of documents as and when required by the Trustees/Sponsor • Any other secretarial and or related services as may be required from time to time.

APPENDIX B — KEY EXPERTS

No.	Key Expert Position	Minimum Qualifications Required	Min. Time Input (Days/%)	Name of Proposed Expert
1				
2				
3				
4				

APPENDIX C — REMUNERATION SCHEDULE (TIME-BASED CONTRACTS) N/A

No.	Expert / Staff Category	Level	Daily Rate (KES)	Estimated Days	Total (KES)
1					
2					
3					
4					
	TOTAL PROFESSIONAL FEES				

Ceiling Amount (inclusive of reimbursables): KES

APPENDIX D — REIMBURSABLE EXPENSES AND PAYMENT SCHEDULE

The following expenses are pre-approved reimbursable under this Contract, subject to the limits stated and submission of receipts:

No.	Expense Category	Applicable Rate / Limit	Conditions
1	Air Travel	Economy class; actual ticket cost; approved route	Pre-approval required for routes; receipts mandatory
2	Ground Transport	Actual cost (taxi, hire car); or KPR DC Pension Fund transport	Uber/approved taxi receipts; company rates for hire
3	Accommodation	KES [__N/A_] per night / actual cost at approved hotels	Pre-approval for hotels; receipts mandatory
4	Per Diem / Subsistence	KES [__N/A_] per day (away from home city)	No receipts required; not claimable when KPR DC Pension Fund provides meals
5	Communications	Actual cost N/A—telephone, internet	Supported by invoices or itemised bills
6	Report Production	Actual cost 5,000—printing, binding, reproduction	Receipts required

7	Miscellaneous	[Specify — KES [__10,000_] cap]	Pre-approval required for items over KES [5,000]
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For Lump-Sum Contracts, payment shall be made against accepted Deliverables as follows:

No.	Deliverable	Payment (% of Contract Price)	Condition
1	Contract Signing / Inception Report	[15%]	Within [15] days of signing / acceptance of Inception Report
2	Interim Report / Work in Progress	[35%]	Upon acceptance
3	Draft Final Report	[35%]	Upon acceptance
4	Final Accepted Report and Completion	[15%]	Upon Final Completion Certificate
	TOTAL	100%	

ANNEXURES

ANNEXURE A: GLOSSARY OF KEY TERMS

Term / Abbreviation	Meaning
ACD	Anti-Corruption Declaration
BOD	Beneficial Ownership Disclosure Form
CBK	Central Bank of Kenya
CQS	Consultant's Qualifications-Based Selection
DAC	Deliverable Acceptance Certificate
Data Protection Act	Kenya Data Protection Act 2019
DPD	Data Protection Compliance Declaration
EoI	Expression of Interest
ESHS	Environmental, Social, Health and Safety
FBS	Fixed Budget Selection
FP	Financial Proposal
FTP	Full Technical Proposal
GCC-CS	General Conditions of Contract for Consultancy Services
ICPAK	Institute of Certified Public Accountants of Kenya
ICS	Institute of Certified Secretaries of Kenya
IEK	Institution of Engineers of Kenya
ITC	Instructions to Consultants
JV	Joint Venture
KES	Kenya Shillings
KPRL	Kenya Petroleum Refineries Limited
KPR DC	Kenya Petroleum Refineries Defined Contribution
KRA	Kenya Revenue Authority
LCS	Least-Cost Selection
LSK	Law Society of Kenya
NCIA	Nairobi Centre for International Arbitration
NHIF	National Hospital Insurance Fund (now SHA)

NSE	Nairobi Securities Exchange
NSSF	National Social Security Fund
POCAMLA	Proceeds of Crime and Anti-Money Laundering Act 2009
QBS	Quality-Based Selection
QCBS	Quality and Cost-Based Selection
RFP	Request for Proposals
SCC	Special Conditions of Contract
SRFP	Standard Request for Proposals
SSS	Single-Source Selection
STP	Simplified Technical Proposal
ToR	Terms of Reference
TP	Technical Proposal
VAT	Value Added Tax

ANNEXURE B: KPR DC PENSION FUND ETHICS AND PROFESSIONAL STANDARDS POLICY SUMMARY

KPR DC Pension Fund are committed to ethical, transparent and accountable procurement of consultancy services. The following principles apply to all Consultants:

- **Independence and Objectivity:** Consultants must provide unbiased, independent advice in KPR DC Pension Fund's interest at all times;
- **Anti-Corruption:** No Consultant shall offer, promise or pay any bribe, gift or inducement to KPR DC Pension Fund employees or agents. Any request for corrupt payment shall be reported immediately to refineries@kpri.co.ke ;
- **Conflict of Interest:** Consultants must disclose all actual or potential conflicts of interest before and during the assignment;
- **Confidentiality:** All KPR DC Pension Fund information is confidential and shall not be disclosed to third parties without prior written consent;
- **Intellectual Property:** All outputs produced for KPR DC Pension Fund under contract belong to KPR DC Pension Fund;

- Data Protection: All personal data must be handled in accordance with the Data Protection Act 2019;
- Professional Standards: Consultants must comply with applicable professional codes (ICPAK, ICS, KISM, LSK, IEK, AAK, etc.).

ANNEXURE C: DATA PROTECTION REQUIREMENTS FOR CONSULTANTS

Where Consultants process personal data on behalf of KPR DC Pension Fund under this Assignment, the following additional requirements apply pursuant to the Data Protection Act 2019:

- A formal Data Processing Agreement (DPA) shall be executed before access to personal data;
- Processing shall be limited to the minimum data necessary for the Assignment ('data minimisation');
- The Consultant shall maintain a record of all processing activities and produce it to KPR DC Pension Fund on request;
- Sub-consultants who will process personal data must be approved by KPR DC Pension Fund in writing and bound by equivalent DPA obligations;
- The Consultant shall implement the following minimum-security measures: end-to-end encryption for data in transit; access controls and authentication; regular security audits; incident response plan;
- All personal data provided by KPR DC Pension Fund shall be returned or certified as destroyed on the last day of the Assignment;

ANNEXURE D: CONSULTANT SUBMISSION CHECKLIST

No.	Item	Included (Y, N, N/A)?
1	Form TP-1: Technical Proposal Submission Form — signed	
2	Form TP-2: Consultant's Organisation and Experience — completed	
3	Form TP-3: Understanding of the Assignment	
4	Form TP-4: Technical Approach and Methodology	

5	Form TP-5: Work Plan and Schedule (Gantt chart or equivalent)	
6	Form TP-6: Team Composition and Responsibilities	
7	Form TP-7: CVs of ALL Key Experts — signed by each Expert	
8	JV Agreement — signed by all JV members (if applicable)	
9	Form COI: Conflict of Interest Declaration — signed	
10	Form BOD: Beneficial Ownership Disclosure Form — completed	
11	Form ACD: Anti-Corruption Declaration — signed	
12	Form DPD: Data Protection Compliance Declaration — signed	
13	Proposal Security (where required by the Data Sheet)	
14	Valid KRA Tax Compliance Certificate (Kenyan firms)	
15	Certificate of Incorporation / Business Registration	
16	Professional body membership certificates (ICPAK, ICS, KISM, LSK, IEK, etc.)	
17	No financial or cost information included anywhere in the Technical Proposal	
18	FINANCIAL PROPOSAL — submitted separately through the SAP SRM portal (or sealed envelope) — Forms FP-1 through FP-4 — NOT included with Technical Proposal	

ANNEXURE F: CONTACT INFORMATION

Procurement Contact	Supply Chain Manager, KPRL
Physical Address	Refinery Road, Changanwe, Mombasa
Postal Address	P.O. Box 90401-80100, Mombasa, Kenya
Website	www.kprl.co.ke
Procurement Email	tenders@kprl.co.ke