



EXPORT PROCESSING ZONES AUTHORITY

REQUEST FOR PROPOSALS (RFP)

(SELECTION OF CONSULTANTS)

EPZA RFP No. 01/2016 -2017

**PROVISION OF CONSULTANCY SERVICES FOR FEASIBILITY STUDY, DESIGN
AND CONSTRUCTION SUPERVISION OF PROPOSED WATER SUPPLY
PIPELINE, INTERNAL WATER DISTRIBUTION NETWORK AND WATER
STORAGE RESERVOIR FOR THE KENYA LEATHER PARK (MACHAKOS) AT
KINANIE - MACHAKOS COUNTY**

CLIENT
CHIEF EXECUTIVE OFFICER,
EXPORT PROCESSING ZONES AUTHORITY,
P.O. Box 50563-00200
NAIROBI.

October, 2016

TABLE OF CONTENTS

	Page
Tender notice	1
SECTION I. Letter of Invitation	
SECTION II. Information to consultants.....	3
Appendix to information to Consultants.....	12
SECTION III Technical Proposal	15
SECTION IV. Financial Proposal	26
SECTION V Terms of Reference	34
SECTION VI. Standard Forms of Contract	35
ANNEXES:	
Annex I. Large Assignments: Lump-Sum Payments	
Annex II. Large or Small Assignments: Time-Based Payments	
Annex III. Small Assignments: Lump-Sum Payments	



TENDER NOTICE

Export Processing Zones Authority (EPZA) is a statutory body established in 1990 through an Act of Parliament (The EPZA Act Cap 517, Laws of Kenya) with the main objective of promoting and facilitating export oriented investments and to develop an enabling environment for such investments. It is responsible for facilitating the implementation of new investment projects, providing after care services for new and existing investments.

The Athi River Export Processing Zone is Kenya's largest and leading industrial park, designed to offer your export-oriented project an ideal location. The Zone offers the best of both worlds: world class infrastructure and services; generous tax incentives and a supportive, business friendly operating system; all within a spacious, green, well maintained park environment.

EPZA invites applications from interested and competent consultants possessing the requisite skills, resources and experience for the design and construction supervision of the under listed works as per specifications detailed in the Tender Document.

No	Tender No.	Tender Description	Cost of tender Document (Ksh) Non-Refundable	Pre site visit Date	Closing Date	Applicants
1.	EPZA Tender No. /2015 - 2016	Tender for proposed Design and Construction Supervision of water supply line to Kinanie and distribution system in the proposed Leather Park	Kshs. 1,000.00	As per advert	As per advert	Open to the General Public

Interested, eligible and competent firms may obtain further information and inspect the Tender Documents detailing the requirements from **EPZA Procurement Offices on 01st Floor, Administration Building, Viwanda Road, off Nairobi – Namanga Highway**, during normal working hours and upon payment of a non-refundable fee of **Kshs.1,000.00** in cash or bankers cheque payable to the cashier on second floor, at the Export Processing Zones Authority Offices, Administration Building, located on Viwanda Road, off Nairobi - Namanga Highway - Kitengela.

The applicant or his/her agent may inspect the Tender document **BEFORE** purchase and collect the Tender document at the Procurement Office, 1st Floor of the same building upon production of a payment receipt.

Completed Tender Documents in plain sealed outer envelope enclosing separately sealed envelopes (in **“Original”** and **“two copies”** properly bound) **ALL** clearly marked **EPZA RFP NO: 01/2015 – 2016 – AND TENDER NAME** as per instructions in the tender documents and be addressed to:-

**THE CHIEF EXECUTIVE OFFICER
EXORT PROCESSING ZONES AUTHORITY
P O BOX 50563-00200
NAIROBI**

Should be deposited in the **Tender Box on Ground Floor, Administration Building, Viwanda Road, off Nairobi (Athi-River) – Namanga Highway** on or before **11.30 a.m.** local time. Tender documents will be opened immediately thereafter in the **Conference Room on Ground floor**, of the same building in the presence of bidder representatives who choose to attend.

Mandatory site visits will take place on the **respective date and time indicated in the tender advertisement**. Tenderers or their respective are advised to assemble **on Ground Floor, EPZA HQ, Administration Building, Athi-River EPZ, Viwanda Road, Off Nairobi – Namanga Highway** by **10.00 a.m.** so as to be taken around the site by EPZA representatives. Tenderers are expected to make their own travel arrangements to and from the site. Tenderers are also expected to sign the pre – site visit register.

Prices quoted should be inclusive of all taxes and must be in Kenya Shillings, and shall remain valid for 90 days from the closing date of the tender.

EPZA reserves the right to accept or reject any application either in whole or in part without giving reasons for either rejection or acceptance.

CHIEF EXECUTIVE OFFICER

SECTION I - LETTER OF INVITATION

TO: *(Name and Address of Consultants)*

Date _____

Dear Sir/Madam,

RE: *(Subject of the Consultancy)*

- 1.1 The (name of procuring entity) invites proposals for the following consultancy services *(short description of subject matter, objective and scope of the assignment)*.
- 1.2 The request for proposals (RFP) includes the following documents:
- Section I - Letter of invitation
 - Section II - Information to consultants
Appendix to Consultants information
 - Section III - Terms of Reference
 - Section IV - Technical proposals
 - Section V - Financial proposal
 - Section VI - Standard Contract Form
- 1.3 Upon receipt, please inform us
- (a) that you have received the letter of invitation
 - (b) whether or not you will submit a proposal for the assignment

Yours sincerely

(Signature, name and title of procuring entity's official)

SECTION II – INFORMATION TO CONSULTANTS (ITC)

Table of Contents

	Page
2.1 Introduction	
2.2 Clarification and amendment of RFP document	
2.3 Preparation of Technical Proposal	
2.4 Financial proposal	
2.5 Submission, Receipt and opening of proposals	
2.6 Proposal evaluation general	
2.7 Evaluation of Technical proposal	
2.8 Public opening and Evaluation of financial proposal	
2.9 Negotiations	
2.10 Award of Contract	
2.11 Confidentiality	
2.12 Corrupt or fraudulent practices	

SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

- 2.1.1 The Client named the Appendix to “ITC” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 The Procuring entity will provide the inputs specified in the Appendix “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2.1.6 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.7 The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 2.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.2 Clarification and Amendment of RFP Documents

2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client's address indicated in the Appendix "ITC". The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

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

2.3 Preparation of Technical Proposal

2.3.1 The Consultants proposal shall be written in English language

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

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

- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
- (ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.

- (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

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

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

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The

Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.

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

2.4.3 Consultants shall express the price of their services in Kenya Shillings.

2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.

2.4.5 The Proposal must remain valid for 60 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

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

2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorised to sign the proposals.

2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix “A”. Each Technical Proposal and Financial Proposal shall be marked “**ORIGINAL**” or “**COPY**” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

2.5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL**,” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” and warning: “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**”. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address

and other information indicated in the Appendix “ITC” and be clearly marked, **“DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.”**

2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix “ITC”. Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.

2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

2.6 Proposal Evaluation General

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

2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

2.7 Evaluation of Technical Proposal

2.7.1 The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows

	Points
(i) Specific experience of the consultant related to the assignment	(5-10)
(ii) Adequacy of the proposed work plan and methodology in responding to the terms of reference	(20-40)
(iii) Qualifications and competence of the key staff for the assignment	(30-40)
(iv) Suitability to the transfer of Technology Programme (Training)	<u>(0-10)</u>
Total Points	<u>100</u>

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

fails to achieve the minimum technical score indicated in the Appendix "ITC".

2.8 Public Opening and Evaluation of Financial Proposal

- 2.8.1 After Technical Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.
- 2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical. Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. Whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
- 2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.
- 2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:-
 $Sf = 100 \times \frac{F_M}{F}$ where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (*St*) and financial (*Sf*) scores using the weights (*T*=the weight given to the Technical Proposal; *P* = the weight given to the Financial Proposal; $T + p = 1$) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows:- $S = St \times T \%$

+ $S_f \times P$ %. The firm achieving the highest combined technical and financial score will be invited for negotiations.

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

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

2.8.8 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price

2.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.9 Negotiations

2.9.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in the Appendix “ITC”. The aim is to reach agreement on all points and sign a contract.

2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).

2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed

Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

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

2.10 Award of Contract

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

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

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

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

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

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

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

2.11 Confidentiality

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

2.12 Corrupt or fraudulent practices

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

- 2.12.2 The procuring entity will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.12.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to information to consultants

Appendix to Information to Consultants

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

Clause Reference

2.1 The name of the Client is: Chief Executive Officer, Export Processing Zones Authority

2.1.1 The method of selection is: *Technical and Financial*

2.1.2 Technical and Financial Proposals are requested: Yes

The name, objectives, and description of the assignment are:___
Design and Construction supervision of water supply line to Kinanie and reticulation system within the Proposed Leather Park

2.1.3 A pre-proposal conference will be held: Yes
Date and venue as indicated in the advertisement notice

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

The Chief Executive Officer
Export Processing Zones Authority
P.O. Box 50563-00200
NAIROBI

Tel: 020 7606040

2.1.4 The Client will provide the following inputs:
As indicated in the Terms of Reference

2.1.5 (ii) The estimated number of professional staff months required for the assignment is; **Design xxxxx Supervision xxxxx**

(iv) The minimum required experience of proposed professional staff is:[*Insert title, number of years of professional experience, specific expertise*]

As indicated in the Terms of Reference

2.1.6 (vii) Training is a specific component of this assignment:
Yes; As indicated in the Terms of Reference

(viii) Additional information in the Technical Proposal includes:
None

2.1.7 Taxes: [Specify firm's liability: nature, sources of information]:__

The Consultancy will be responsible for payment of all taxes and levies as per the Laws of the Government of Kenya

2.5.2 Consultants must submit an original and 3 number additional copies of each proposal.

2.5.3 The proposal submission address is: as indicated in the advertisement Information on the outer envelope should also include:_____

2.5.4 Proposals must be submitted no later than the following date and time: As indicated in the advertisement

2.6.1 The address to send information to the Client is:_____

The Chief Executive Officer
P.O. Box 50563-00200
NAIROBI

2.6.3 The minimum technical score required to pass : 70%

2.7.1 Alternative formulae for determining the financial scores is the following:_____

As per evaluation criteria in the TOR

2.9.2 The assignment is expected to commence on_____ [Insert date] at [Insert location] As will be determined

SECTION III: - TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

- 3.1 In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultants own risk and may result in rejection of the consultant's proposal.
- 3.2 The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.
- 3.3 The Technical proposal shall not include any financial information unless it is allowed in the Appendix to information to the consultants or the Special Conditions of contract.

SECTION III - TECHNICAL PROPOSAL

Table of Contents

	Page
1. Technical proposal submission form	
2. Firms references	
3. Comments and suggestions of consultants on the Terms of reference and on data, services and facilities to be provided by the procuring entity	
4. Description of the methodology and work plan for performing the assignment	
5. Team composition and Task assignments	
6. Format of curriculum vitae (CV) for proposed Professional staff	
7. Time schedule for professional personnel	
8. Activity (work schedule)	

1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____ *Date*]

To: The Chief Executive Officer
Export Processing Zones Authority
P.O. Box 50563 – 00200
NAIROBI

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for ***The Design of water supply line to Kinanie and reticulation system within the proposed Leather Park for EPZA*** 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].

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

We remain,

Yours sincerely,

[*Authorized Signature*]:

[*Name and Title of Signatory*]

:

[*Name of Firm*]

:

[*Address:*]

2. FIRM'S REFERENCES

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

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

Assignment Name:		Country
Location within Country:		Professional Staff provided by Your Firm/Entity(profiles):
Name of Client:		Clients contact person for the assignment.
Address:		No of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (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: _____

Name and title of signatory; _____

3. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT.

On the Terms of Reference:

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

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

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

**14.DESCRPTION OF THE METHODOLOGY AND WORK PLAN FOR
PERFORMING THE ASSIGNMENT**

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

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

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Certification:

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

_____ Date: _____
[Signature of staff member]

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

Full name of staff member: _____

Full name of authorized representative: _____

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

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

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

8. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

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

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

(b). Completion and Submission of Reports

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

SECTION IV: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

- 4.1 The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc as may be applicable. The costs should be broken down to be clearly understood by the procuring entity.
- 4.2 The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.
- 4.3 The financial proposal should be prepared using the Standard forms provided in this part

SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS

Table of Contents

	Page
1. Financial proposal submission Form	
2. Summary of costs	
3. Breakdown of price/per activity	
4. Breakdown of remuneration per activity	
5. Reimbursables per activity	
6. Miscellaneous expenses	

1. FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for (_____) *[Title of consulting services]* in accordance with your Request for Proposal dated (_____) *[Date]* and our Proposal. Our attached Financial Proposal is for the sum of (_____) *[Amount in words and figures]* inclusive of the taxes.

We remain,

Yours sincerely,

_____ *[Authorized Signature]*

: _____ *[Name and Title of Signatory]:*

_____ *[Name of Firm]*

_____ *[Address]*

2. SUMMARY OF COSTS

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

3. BREAKDOWN OF PRICE PER ACTIVITY

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

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

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

5. REIMBURSABLES PER ACTIVITY

Activity No: _____

Name: _____

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

6. MISCELLANEOUS EXPENSES

Activity No. _____ Activity Name: _____

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

SECTION V: - TERMS OF REFERENCE

TERMS OF REFERENCE

FEASIBILITY DESIGN AND WORKS SUPERVISION FOR WATER SUPPLY TO KINANIE AND DISTRIBUTION NETWORK AND STORAGE RESERVOIR FOR THE PROPOSED LEATHER PARK

INTRODUCTION

Export Processing Zones Authority (EPZA) on behalf of the Government of Kenya is seeking the assistance of a qualified and competent consulting firm for developing Design and Supervision for the construction of water supply to the proposed Kinanie Leather Industrial Park.

BACKGROUND

The development of the leather sector has been identified as a Vision 2030 flagship project for MoIED. Employment, output, and number of establishments in the sector have been growing steadily since 2010 due to effective policy interventions which encourage value addition to hides and skins.

The Ministry has identified the establishment of Leather industrial parks, which will create leather related clusters in a number of locations, as a starting point in providing a conducive environment for new investment in, and expansion of, leather and leather goods manufacture. One of the first sites identified for this is a location in Kinanie, Athi River, belonging to the EPZ Authority in a gazetted EPZ area. This site has potential for development as an export oriented, integrated leather industrial park.

Despite the potential of Kenya leather and leather goods sector to emerge as a competitive, leading global player, certain constraints face the sector, one of them being the absence of ready built facilities with suitable services to quickly accommodate leather goods manufacturers.

The park will address this challenge as it will be established as an eco-friendly, world class production facility with among other things, adequate infrastructure and utilities including paved roads, electric power, waste water treatment plant and water supply.

OBJECTIVE OF THE PROJECT

Generally water is a critical processing medium in the leather industry with the production of 1 ton wet blue to finished product requiring an average of 20m³/day of water in an efficient

tannery. It is expected that the park will have about 6 tanneries of capacity of approximately 650 tons/month which brings the daily water demand to between 6500 and 8000m³/day.

The Export Processing Zones Authority intends to supply water to the park via take-off from the existing main EPZ water line at Sabaki (near Namanga /Athi River road Interchange).

The project components involve the following:

1. Design of a clean water gravity main line of approximate length 17km
2. Design of an RC storage water tank of capacity 6500m³
3. Design of distribution network within the proposed park approximate length 11Km
4. Design of associated Civil and Structural Works
5. Preparation of tender documents
6. Assist the Client in selection of Contractors
7. Construction supervision for the works

SCOPE OF THE SERVICES

The services to be provided by the Consultant shall be as listed below;

Phase A1: Reconnaissance and data collection

First of all, it is necessary to carry out investigations to determine the route for the main water supply line. This means:

- Identifying all land parcels that will be affected by the construction of the works for purpose of easement or wayleave. Adequate information will be collected including size of easement or wayleave required, land parcel number and any other relevant information for the purpose of compensation.
- Identify all stakeholders associated with the project (public, private, government, regulatory)
- Identify regulatory approvals and in consultation with the Client obtain required approvals for the project
- Submit applications including fees for various approvals on behalf of the Client.
- Assessing and preparing schedule for land compensation or easements in consultation with relevant government and county departments.

- Carrying out topographic, Geotechnical and other necessary survey required for the design of Water Supply system.
- Defining the construction methods and the materials to be employed. The Consultant shall take into consideration the vast length of the pipeline and recommend the best way of ensuring that the line is secured from vandalism.
- Based on the initial Data the consultant shall prepare preliminary design report including the findings and submit to EPZA for approval. The report shall address the following, but not limited to:
 - The most appropriate pipeline route
 - the materials recommended for the various works
 - Estimated construction costs
 - operation and maintenance costs
 - estimated cost of wayleave acquisition
 - Expertise required for operation and maintenance/Ease of operation and maintenance taking into consideration the vast length of the line from the connection point to the park.
 - Environmental and social aspects. The Consultant shall carry out a full Environmental Impact Assessment for the proposed works.

Outputs of Phase A1

Report I will include at least :

- a. Preliminary Design Report (including pipe line route, size of the pipes to be used, methods to be used to avoid vandalism, size of storage tank, the expected water demand and whether the existing supply is adequate to meet this demand);
- b. EIA Report

Phase A2: Detailed Design

The second stage will concern detailed design of the water supply for the main line and the distribution network within the proposed park. This will include design calculations, detailed drawings and documents including specifications and detailed cost estimates.

The Detailed Design Report shall contain two parts:

Part 1 (Main report) will include: The detail design report should be in accordance with The Design Manual for Water Supply in Kenya' 1986 and any amendments thereof and The water Act 2002.

Part 2 (Bill of Quantities and Cost Estimate) will include a Bill of Quantities for each structure and then by type of works (earth, concrete, mechanical, electrical). The Consultants will here explain the unit costs as well as the percentage considered for miscellaneous and contingencies. Finally, cost estimation will be carried out on the basis of quantities and unit costs. The Consultants will keep this cost estimate confidential.

Outputs of Phase A2:

Report II will include the detailed design of the main supply line and the distribution system:

- the Main Report;
- Drawings:
- the Bill of Quantities and Cost Estimate;

Final version of the Detailed Design will support preparation of the Tender Documents for the selection of contractors.

Phase A3: Tender Documents & Selection of Contractors

During this phase, the Consultants will;

- prepare a draft tender package and submit for review by EPZA
- prepare final tender package ready for issue by the Client
- Respond to bidders enquiries and prepare addenda if any during the tendering process
- Review bids received in consultation with EPZA

The Tender document will consist of the following;

Volume 1: Tender and Administrative Documents

Volume 2: Technical Specifications and Schedules

Volume 3: Drawings and Layouts

Volume 1 will include at least the following:

- **Invitation to Tender;**
- **Description of the Works and Quantities;**
- **Instructions to Bidders;**
- **Conditions of Contract, Form of Tender (and Appendix);**
- **Bill of Quantities and Schedules;**
- **Form of Contract Agreement, Form of Tender Security, Form of Performance Security, Form of Guarantee for advance payment**

Conditions of Contract will be incorporated as the final legal agreement to be drawn up between the Contractor and the Client. The Conditions of Contract would be drawn up in close co-operation with the Client and would incorporate such special clauses as may be required.

The **Bill of Quantities and Schedules** will be prepared for all the tender packages as a basis for tendering and for payment under the Contract. Civil Engineering Standard method of measurement shall be recommended wherever possible.

Volume 2 will include Technical Specifications and Schedules. Technical Specification will be prepared for all items to be constructed, supplied or erected. Materials and work specifications will cover all aspects of materials and equipment to be provided.

The Consultants will use local or national standards where possible. Where no suitable local or national standards exist then international standards such as BS, ASTM, ISO etc. will be used.

Where possible, the specification of materials (locally produced or imported) will be specified. Construction Schedules will be issued in details.

Volume 3 will be based on part 3 of the detailed design. All drawings will show clearly defined contract limits relating to the various divisions of works. Drawings will include general arrangement drawings, sections, elevation, typical details and typical reinforcement detailed. In addition, detailed reinforcement drawings and bar schedules will be included in the tender documents.

Selection of Contractors

The Consultants will assist the EPZA (acting as the “Employer” in FIDIC terminology) in the selection of the Contractors. This assistance will be effective during the three principal stages of the Contract Procurement process. These stages are:

- a) *The site visit and the pre-bid meeting*

The site visit for Contractors shall be organized as will be indicated in the invitation to tender.

A pre-bid meeting shall be organized immediately after or before the site visit. Questions raised by the bidders could be then answered either immediately or later through additional documentation. The Consultants will assist in the preparation of pre-bid meeting and in the preparation of replies to questions.

b) *The evaluation of tenders:*

The evaluation of bids will be based on the tender documents and on predetermined criteria and will be conducted jointly by the EPZA Representative (acting as Engineer in FIDIC terminology) and the Consultants (acting as “Engineer’s Representative” in FIDIC terminology). After verification of conformity of the Bids to the tender documents, these Bids will be the subject to a technical and Financial analysis, enabling them to be evaluated and ranked.

The Consultants will then compile all findings of the analysis in an evaluation report

c) The award of contracts

The Consultant will assist EPZA in the award of contracts by preparing the required copies of the Contract and advice on the contract commencement date.

Outputs of Phase A3:

Report III including the tender documents including:

- Volume 1: Administrative and tender documents;
- Volume 2: Technical specifications and schedule;
- Volume 3: Drawings and layouts
- Evaluation Report for selection of Contractors

Phase B1: Works Supervision

The Consultant will undertake works supervision to provide full project management, oversight, inspection, commissioning, record information during the construction phase of the project to ensure quality workmanship and compliance with the specifications. This will include:

Coordination of works

Coordination of works will involve the following;

- i. Organizing and directing execution of the works, by defining compliance with programmes and relations between stakeholders. Coordination will be ensured mainly by holding regular meetings on site and general monthly meetings, with managers of the Contractors and Manufacturers, EPZA and the Engineer.
- ii. Investigating, reporting and informing Employer on unexpected circumstances which may arise during the construction period and advising and seeking the approval of Employer for any necessary course of action.
- iii. Maintaining a Site Diary and detailed record of the Contractor's manpower, materials, plant and equipment on Site, together with its deployment, availability and utilization, while also recording the weather and any other pertinent facts which relate to the construction of the works and the progress thereof.

Supervision of field surveys

The Consultant will supervise the Contractor(s) who should carry out field surveys such as topographic, engineering and geological surveys. The Consultant will prepare technical reports on all measurements made by the Contractor(s) and will submit them to the Engineer.

Quality Control and Quality Assurance Plan.

- i. Developing a quality control and quality assurance plan necessary to ensure that the works are built and equipment installed in conformity with the Contractual Specifications, approved drawings, standards, agreed programme, good engineering practice, State-of-the-Art, the EA, the RAP (if any) and the IPP (if any).
- ii. Review and approve drawings, materials and proposed construction methods submitted by the contractor to ensure compliance with the contract requirements. When the Contractor proposes a construction solution, the Consultant will examine and verify the related drawings and calculation notes, giving particular attention to the compliance with specifications and design criteria.
- iii. Inspecting and testing of soils and materials supplied for incorporation in the works, and arranging and witnessing acceptance test. Continuously supervise, monitor, inspect, test, control and report on the Contractor's methods of working and the quality of the works, materials, soils and working practices for total compliance with the specifications, the contract documents and good international working practice.

- iv. Approving or rejecting materials delivered on site and works performed by the contractor.
- v. Advising Engineer on the need for special inspections or testing.

Project Cost Control

- i. Developing a plan for project cost control on the basis of the field and quantity surveys required for determination of actual quantities of work accomplished by the Contractor.
- ii. Reviewing each payment application and associated valuation of the Works prepared by the Contractor and, after making any necessary corrections, draw up and sign as approved a Payment Certificate for settlement by Employer. All such Payment Certificates to include provisions for the recovery of the Advance Payment, and any other provisions such as interest, claims or liquidated damages.
- iii. Preparing a payment schedule for the works up to completion, and update the same monthly and follow up cash flow.
- iv. Making minor alterations to design as may be necessary or expedient, but the prior approval of the Engineer (subject to the no objection of the funding agency) shall be obtained for any substantial modification of the design and costs of the said works and for any instruction to the contractor, which constitutes a major variation, omission or addition to the works.
- v. Evaluation of claims including making recommendation to the Engineer and other matters concerning the contract and assistance in the settlement of disputes.

Plan for Project Progress Control

- i. Using the same basic data as those established for project cost control, a progress chart will be maintained and updated in the Consultant's office. The work progress will be followed by the Consultant review especially during the weekly works meetings on sites. A monthly report of weekly meetings will be established by the Consultant.
- ii. The consultant will organize and coordinate monthly site progress meeting with the contractor, in the presence of a representative of the Employer, and draw up and issue minutes of meeting.

- iii. The consultant will also undertake continuous co-ordination and monitoring on the progress of the construction works and other development activities in the vicinity of the works which may affect the progress, safety and security standards.

Works commissioning

The Consultant will implement works commissioning including:

- a. Supervising the acceptance tests and preparing the **Certificate of Completion**.
- b. Preparing the **completion report for the works** which will be based on the record maintained during construction design and work supervision phases. It will include the environmental completion report which will be submitted to NEMA for compliance with initial recommendations for environmental mitigation measures. In case a RAP or IPP was prepared, the completion report will also report about the compliance of the works with the RAP and the IPP
- c. **Prepare “as-built drawings”**: The Consultant will ensure the preparation of “as-built drawings” by the Contractor during construction of works. On completion of the Project, the Consultant will check, approve and submit to the Engineer for the Employer’s retention, five (5) complete sets of all detailed drawings and two (2) electronic CD-ROM copy and computations in accordance with revisions made during the construction.
- d. **Prepare Operation and Maintenance manuals**: Based on the information and booklets received from the Contractors, Manufacturers, Suppliers and his own experience, the Consultant will ensure preparation and submission of the Operation and Maintenance Manuals by the Contractor. He will ensure the manuals are complete with the O&M recommendations identified during construction. Operation and maintenance manuals will be submitted in four (4) printed copies and two (2) electronic CD-ROM.

Outputs of Phase B1:

Completion Certificate

Projects Completion Report

B. Phase B2: Performance Control during the Defects Liability Period

The Consultant will carry out quarterly inspections during the one year (365 days) defects liability period and instruct accordingly the contractors with regard to outstanding works and

defects. The consultant will ensure preparation of the final account by the contractor before the end of the defects liability period and certify the final payment due to the contractor in accordance with the contract. After this period and satisfactory inspections, the Defects Liability Certificate will be issued to the contractor.

Outputs of Phase B2:

Defects Liability Certificate

Final Project Completion Report

TRAINING

The Consultant shall consider the technology transfer as an important aspect of this project. The Consultant shall provide the opportunity to the staff of the client to be involved in the working team of Consultants during the design phase of the project for their capacity development wherever possible. If requested by Clients staff, the Consultant shall brief and demonstrate the survey and design procedures.

The Consultants will also provide 2 No. laptops Installed with at least two relevant software that are being used in the design of the works for the exclusive use by the Client's engineering team. Both the laptops and the software shall revert to the Client upon completion of the contract.

REPORTS AND TIME SCHEDULE

Reporting Requirements

All reports and communications related to this assignment shall be in the English Language and all reports shall conform to a format agreed with Engineer/Employer, including an executive summary, a table of contents, standard cover sheet with date and project details, submittal letter showing those copied and actual date of submission.

All reports and communications will be sent directly to the Engineer/Employer in the number and form specified below.

REPORTS	SUBMITTAL DATE	COPIES	
		Hard copies	Soft copies
Inception Report	2 weeks from Contract effective date	2	2
Feasibility Report	8 weeks from Contract effective date	2	2
Preliminary Designs	8 weeks from Contract effective date	2	2
Detailed Designs and drawings	4 months from contract effective date	4	2
Tender Documents	4 months from contract effective date	2	2
Evaluation Report	6 months from contract effective date	2	2
Monthly Progress Reports	Within one week of end of reporting month	2	2
Quarterly Reports	Within one week of end of reporting quarter	2	2
Project Completion Report	Within 4 weeks of Substantial Completion of the whole of the works and agreement of the Contractor's Final Account	2	2
End of Defects Liability Period Report	Within 2 weeks of end of defects liability period of the Whole of the Works	2	2

NB: *The soft copies must be delivered in CD-Microsoft word and PDF file for text document or as the Engineer decides and in AutoCAD file for drawings.*

Duration and Timing of Services

The time period required for the provision of the services is envisaged as approximately 31 months as shown below:

Feasibility and Designs	4 Months
Works Supervision	12 Months
Defects Liability Period	12 Months
Final Report	1 Month

STAFFING

The consultant will propose a team with at least the following professionals:

1. **Team Leader** – The team Leader should have at least BSc. Civil Engineering and 15 years' experience in design of water supply infrastructure and supervision. She/he must have demonstrated work experience in water supply in East Africa or comparable countries. She/he must have in-depth understanding, application and interpretation of FIDIC contract management regulations. The Civil Engineer must be registered or merit registration (in case of foreign expert) with Engineers Board of Kenya and Corporate Member of Institution of Engineers of Kenya (IEK) or any other recognized engineering society. Should have worked in at least two previous assignments in a similar position.
2. **Civil Engineer** – He/she should have at least BSc. Civil Engineering and 15years experience in water supply and infrastructure designs, five of which must be in similar position. She/he must have demonstrated design experience in hydraulics, forced and gravity fluid flow systems, implementation of similar projects with capacity to train staff will be added advantage. She/he must be computer literate and proficient in excel and AutoCAD applications. The Civil Engineer must be registered or merit registration (in case of foreign expert) with Engineers Registration Board of Kenya and Corporate Member of Institution of Engineers of Kenya (IEK) or any other recognized engineering society.
3. **Resident Engineer** – He/she should have at least BSc. Civil Engineering and 15years experience in water supply and infrastructure supervision, five of which must be in similar

position. She/he must have demonstrated design experience in hydraulics, forced and gravity fluid flow systems, implementation of similar projects with capacity to train staff will be added advantage. She/he must be computer literate and proficient in excel and AutoCAD applications. The Civil Engineer must be registered or merit registration (in case of foreign expert) with Engineers Registration Board of Kenya and Corporate Member of Institution of Engineers of Kenya (IEK) or any other recognized engineering society.

4. **Assistant Resident Engineer (Pipeline Works)** –Should have at least BSc. Civil Engineering and 10years’ experience in water supply and infrastructure supervision, five of which in similar position. She/he must be computer literate and proficient in excel and AutoCAD applications.
5. **Structural Engineer** –Should be a professional engineer with at least university degree in Civil or Structural Engineering with at least 10 years general experience in design, construction and supervision of engineering structures of water projects. Must have held similar position in at least two (2) previous assignments.
6. **Surveyor** - He/she should have at least BSc. Engineering Survey and 10 years’ experience in water supply infrastructure survey, 10 of which in a similar position. She/he must have demonstrated survey experience in water supply infrastructure setting up for construction of infrastructure, measurement i.e. distances, areas and volumes excavated or filled, topographical survey, mapping, map digitization, block mapping and implementation of similar projects. She/he must be able to use Total Station with relevant software for data transmission and management. She/he must be computer literate and proficient in excel and AutoCAD Civil 3D applications or other relevant survey applications.
7. **Environmental Specialist**-He/she should have at least BA/BSc/MSc. Degree in Environmental Studies and is registered with NEMA as a lead expert and with at least 10 years” experience in EIA and RAP studies.
8. **Other Technical Staff**- the Consultant may hire any additional expertise, during the execution of the contract, which he/she may deem necessary for efficient, competent, comprehensive and timely delivery of the supervision works. Other two assistant technical staff may similarly be hired. The Consultant shall be free to approximate man-months to respective experts according to the need within the overall timeline of two years.

Only one CV may be submitted for each position. The experts must be fluent in both written and spoken English.

FACILITIES TO BE PROVIDED BY THE CLIENT

The Employer will provide to and collaborate with the Consultant in making available all data, maps and reports relevant to the project subject to the extent of availability of such information.

The Consultant will be responsible for his transport and accommodation if needed during the design period. However, during supervision, a well-equipped office together with a vehicle will be provided to the Resident Engineer and his team.

PAYMENT SCHEDULE

Payment will be made in accordance with the schedule specified below;

DESCRIPTION	ALLOCATION	REQUIREMENT
Phase A1	20%	Preliminary Design, EIA and Survey Works completion
Phase A2	30%	Detailed Design report
Phase A3	10%	Tender Documentation
Phase B1	30%	Spread out as will be agreed
Phase B2	10%	Final Completion Report

EVALUATION CRITERIA

Preliminary Evaluation

i) Preliminary evaluation of open tenders

Tenders shall be subjected to a preliminary evaluation to determine whether:-

(a) the tender has been submitted in the required format as per the advertisement and tender instructions;

(d) the required number of copies of the tender have been submitted as per the advertisement and tender instructions;

(e) Technical and Financial tenders sealed in different envelopes;

ii) Mandatory / Statutory requirements

1. Certificate of Company / Firm Registration
2. List of Directors with respective shareholding & details of citizenship (Form CR12)
3. Valid TAX Compliance Certificate
4. Proof of indemnity cover
5. Signed Certificate of Tenderers Pre-Site Visit
6. Proof of payment for bid (tender) document (Attach copy of payment receipt)
7. Power of attorney (of Tender signatory) in case of a joint venture.
8. Tender security of Kshs 1,000,000.00 in the form of a Bank Guarantee from a Kenyan Bank Licensed and registered by the Central Bank of Kenya

Tenders which do not satisfy any of the above requirements shall be rejected.

Criteria for evaluation of Technical Proposal

	Points
<p>A. Company Profile</p> <p>1. No. of similar projects (5 No. within the last 10 years)</p> <p>2. Value of previous assignments</p> <p>3. Recommendation letters (5 No.)</p> <p style="text-align: right;">Total A=</p> <ul style="list-style-type: none"> • Each similar project to be awarded 8 points to a maximum of 5 projects – Project sheets to be attached • Value of previous projects to be over Ksh 200 million for each project. Below Kshs 200million give zero point 	<p>[100]</p> <p>40</p> <p>40</p> <p>20</p>
<p>B. Project Team</p> <p>1. Team Leader</p> <p>2. Water/Civil Engineer</p> <p>3. Resident Engineer</p>	<p>[160]</p> <p>40</p> <p>30</p> <p>30</p>

4. Assistance Resident Engineer	20
5. Structural Engineer	20
6. Surveyor	10
7. Environmental Expert	10
Total B =	
<p>The number of points to be assigned to each of the above positions shall be determined considering the following:</p> <ol style="list-style-type: none"> 1. Relevant education and qualification with copies of certificates attached– 25% 2. Experience – 65% 3. CV attached and signed -10% 	
C. Approach, Methodology & Work Plan	[100]
<ol style="list-style-type: none"> 1. Approach & methodology 2. Work plan of the Assignment 	
Total C=	
<p>Technical Score (St) = $A/100*[W1] + B/160*[W2] + C/100*[W3]$</p> <p>Weights Distribution</p> <p>W1 Company Profile [20]</p> <p>W2 Project Team [60]</p> <p>W3 Approach & Methodology [20]</p>	
<p>The minimum technical score (St) required to pass is <u>70</u> points</p>	

Criteria for evaluation of Financial Proposal

Proof of indemnity cover

No proof of indemnity cover will result in disqualification.

Award to the lowest evaluated bidder and whose offer has been determined to be substantially responsive to the bidding document, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

SECTION VI:

STANDARD FORMS OF CONTRACT

- a. ANNEX I – LARGE ASSIGNMENTS (LUMP-SUM PAYMENTS)

**ANNEX I
REPUBLIC OF KENYA**

**STANDARD FORM OF CONTRACT
FOR**

CONSULTING SERVICES

**Large Assignments
(Lump- Sum payment)**

CONTENTS

Special notes.....	iii
Contract for Consultant’s Services.....	iv
I Form of Contract.....	v-vi
II General Conditions of Contract.....	vii
1. General Provisions.....	vii-viii
1.1 Definitions.....	viii
1.2 Law Governing the Contract.....	viii
1.3 Language.....	viii
1.4 Notices.....	viii
1.5 Location.....	viii
1.6 Authorized Representatives.....	viii
1.7 Taxes and Duties.....	ix
2. Commencement, Completion, Modification and Termination of Contract.....	ix
2.1 Effectiveness of Contract.....	ix
2.2 Commencement of Services.....	ix
2.3 Expiration of Contract.....	ix
2.4 Modification.....	ix
2.5 Force Majeure.....	ix
2.5.1 Definition.....	ix
2.5.2 No Breach of Contract.....	ix
2.5.3 Extension of Time.....	x
2.5.4 Payments.....	x
2.6 Termination.....	x
2.6.1 By the Client.....	x
2.6.2 By the Consultant.....	xi
2.6.3 Payment upon Termination.....	xi
3. Obligations of the Consultant.....	xii
3.1 General.....	xii
3.2 Conflict of Interests.....	xiii
3.2.1 Consultant Not to Benefit from Commissions, Discounts, etc.....	xii-xiii
3.2.2 Consultant and Affiliates Not to Be Otherwise Interested in Project.....	xiii
3.2.3 Prohibition of Conflicting Activities.....	xiii
3.3 Confidentiality.....	xiii

(i)

3.4	Insurance to be Taken Out by the Consultant...	xiv
3.5	Consultant's Actions Requiring Client's Prior Approval.....	xv
3.6	Reporting Obligations.....	xv
3.7	Documents Prepared by the Consultant to Be the Property of the Client.....	xv
4	Consultant's Personnel.....	xv
4.1	Description of Personnel.....	xv
4.2	Removal and/or Replacement of Personnel.....	xv
5	Obligations of the Client.....	xvi
5.1	Assistance and Exemptions.....	xvi
5.2	Change in the Applicable Law.....	xvi
5.3	Services and Facilities.....	xvi
6	Payments to the Consultant.....	xvi
6.1	Lump-Sum Remuneration.....	xvi
6.2	Contract Price.....	xvii
6.3	Payment for Additional Services.....	xvii
6.4	Terms and Conditions of Payment.....	xvii
6.5	Interest on Delayed Payments.....	xvii
7	Settlement of Disputes.....	xvii
7.1	Amicable Settlement.....	xvii
7.2	Dispute Settlement.....	xviii
III	Special Conditions of Contract.....	xix
IV	Appendices.....	xxi
	Appendix A – Description of the Services.....	xxi
	Appendix B – Reporting Requirements.....	xxi
	Appendix C – Key Personnel and Subconsultants.....	xxi
	Appendix D – Breakdown of Contract Price in Foreign Currency.....	xxi
	Appendix E – Breakdown of Contract Price in Local Currency.....	xxi
	Appendix F – Services and Facilities Provided by the Client.....	xxii

Special Notes

1. The Lump-Sum price is arrived at on the basis of inputs – including rates – provided by the Consultant. The Client agrees to pay the Consultant according to a schedule of payments linked to the delivery of certain outputs, usually reports. Lump-sum contracts have the simplicity of administration, the Client having only to be satisfied with the outputs without monitoring the staff inputs and should be used for large Assignments in for example Design; Engineering; Supervision and Management Services; Master plans; Economic and Feasibility studies; and Surveys.
2. The Contract includes four parts: Form of Contract, the General Conditions of Contract, the Special Conditions of Contract and the Appendices. The Client using this standard contract should not alter the General Conditions. Any adjustment to meet any specific project features should be made only in the Special Conditions.

CONTRACT FOR CONSULTANT'S SERVICES

Large Assignments (Lump-Sum Payments)

between

[name of the Client]

AND

[name of the Consultant]

Dated: _____*[date]*

I. FORM OF CONTRACT

Large Assignments (Lump-Sum Payments)

This Agreement (hereinafter called the "Contract") is made the _____)day of the month of _____[month], [year], between _____, [name of client] of [or whose registered office is situated at] _____[location of office] (hereinafter called the "Client") of the one part AND

_____ [name of consultant] of [or whose registered office is situated at] _____[location of office](hereinafter called the "Consultant") of the other part.

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Consultant, having presented to the Client that he has the required professional skills and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices: [**Note:** *If any of these Appendices are not used, they should be deleted from the list*]
 - Appendix A: Description of the Services
 - Appendix B: Reporting Requirements
 - Appendix C: Key Personnel and Sub consultants
 - Appendix D: Breakdown of Contract Price in Foreign Currency
 - Appendix E: Breakdown of Contract Price in Local Currency
 - Appendix F: Services and Facilities Provided by the Client

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:
- (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of _____ *[name of client]*

[full name of Client's authorised representative] _____ *of* _____ *Client's*

[title] _____

[signature] _____

[date] _____

For and on behalf of _____ *[name of consultant]*

[full name of Consultant's authorized representative] _____

[title] _____

[signature] _____

[date] _____

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;
- (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;
- (c) “Contract Price” means the price to be paid for the performance of the Services in accordance with Clause 6 herebelow;
- (d) “Foreign Currency” means any currency other than the Kenya Shilling;
- (e) “GC” means these General Conditions of Contract;
- (f) “Government” means the Government of the Republic of Kenya;
- (g) “Local Currency” means the Kenya Shilling;
- (h) “Member”, in case the Consultant consists of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract;
- (i) “Party” means the Client or the Consultant, as the case may be and “Parties” means both of them;

- (j) “Personnel” means persons hired by the Consultant or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof;
- (k) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (l) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and
- (m) “Sub consultant” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

1.2 Law Governing the Contract

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

1.3 Language

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

1.4 Notices

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

1.5 Location

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

1.6 Authorized Representatives

Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.

1.7 Taxes and Duties The Consultant, Sub consultant[s] and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2 Commencement of Services The Consultant shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective or at such other date as may be specified in the SC.

2.3 Expiration of Contract Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period, after the Effective Date, as is specified in the SC.

2.4 Modification Modification of the terms and Conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach 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 his inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

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

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

For the purpose of this clause;

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

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

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

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

- (a) if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within sixty (60) days after receiving written notice from the Consultant that such payment is overdue; or
- (b) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

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

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable costs incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General The Consultant shall perform the Services and carry out his obligations with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client and shall at all times support and safeguard the Client's legitimate interests in any dealing with Sub consultants or third parties.

1.2 Conflict of Interests

- 3.2.1 Consultant Not to Benefit from Commissions, Discounts, Etc.**
- (i) The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and the Consultant shall not accept for his own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.
 - (ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.
 - (iii) Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any applicable

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

3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project

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

3.2.3 Prohibition of Conflicting Activities

Neither the Consultant nor his subconsultant[s] nor their personnel shall engage, either directly or indirectly in any of the following activities:

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

3.3 Confidentiality

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

3.4 Insurance to be Taken Out by the Consultant

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

- 3.5 Consultant's Actions Requiring Client's Prior Approval** The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions;
- (a) entering into a subcontract for the performance of any part of the Services,
 - (b) appointing such members of the personnel not listed by name in Appendix C ("Key Personnel and Subconsultants").

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

- 3.7 Documents prepared by the Consultant to Be the Property of the Client** All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of the Client and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

4. CONSULTANT'S PERSONNEL

- 4.1 Description of Personnel** The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Subconsultants listed by title as well as by name in Appendix C are hereby approved by the Client.

- 4.2 Removal and/or Replacement Of Personnel** (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

- (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

The Client shall use his best efforts to ensure that he provides the Consultant such assistance and exemptions as may be necessary for due performance of this Contract.

5.2 Change in the Applicable Law

If after the date of this Contract, there is any change in the Laws of Kenya with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Consultant, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties and corresponding adjustments shall be made to the amounts referred to in Clause 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

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

6. PAYMENTS TO THE CONSULTANT

6.1 Lump-Sum Remuneration

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Subconsultants' costs, printing, communications, travel, accommodation and

the like and all other costs incurred by the Consultant in carrying out the

Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

- 6.2 Contract Price**
- (a) The price payable in foreign currency is set forth in the SC.
 - (b) The price payable in local currency is set forth in the SC.

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

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

- 6.5 Interest on Delayed Payment**
- Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending .

7. SETTLEMENT OF DISPUTES

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

7.2 Dispute Settlement

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

III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of and Supplements to Clauses in the General Conditions of Contract
---------------------	--

1.1(i) The Member in Charge is _____ [name of Member]

1.4 The addresses are:

Client: _____
Attention: _____
Telephone: _____
Telex; _____
Facsimile: _____

Consultant: _____
Attention: _____
Telephone; _____
Telex: _____
Facsimile: _____

1.6 The Authorized Representatives are:

For the Client: _____

For the Consultant: _____

2.1 The date on which this Contract shall come into effect is(_____) [date].

Note: The date may be specified by reference to conditions of effectiveness of the Contract, such as receipt by Consultants of advance payment and by Client of bank guarantee

2.2 The date for the commencement of Services is _____ [date]

2.3 The period shall be _____ [length of time].

Note: Fill in the period, eg, twenty-four (24) months or such other period as the Parties may agree in writing.

3.4 The risks and coverage shall be:

- (i) Professional Liability Kshs 500 Million
- (ii) Loss of or damage to equipment and property Kshs 200 Million

6.2(a) The amount in foreign currency or currencies is_____ [Insert amount].

6.2(b) The amount in local Currency is_____ [Insert amount]

6.4 Payments shall be made according to the following schedule:

Note: (a) This sample Clause should be specifically drafted for each Contract and the following installments are indicative only; (b) if the payment of foreign currency and of local currency does not follow the same schedule, add a separate schedule for payment in local currency; and (c) if applicable, detail further the nature of the report evidencing performance, as may be required, e.g., submission of study or specific phase of study, survey, drawings, draft bidding documents, etc., as listed in Appendix B, Reporting Requirements. In the example provided, the bank guarantee for the repayment is released when the payments have reached 50 percent of the lump-sum price, because it is assumed that at that point, the advance has been entirely set off against the performance of services.

As will be negotiated based on the Financial Proposal

Appendices

APPENDIX A – DESCRIPTION OF THE SERVICES

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

These will be as per the submitted RFP

APPENDIX B – REPORTING REQUIREMENTS

List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

To be as per submitted RFP

APPENDIX C– KEY PERSONNEL AND SUBCONSULTANTS

List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Personnel and staff-months for each.

C-2 List of approved Sub consultants (if already available); same information with respect to their Personnel as in C-1.

As per RFP

APPENDIX D – BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

List here the elements of cost used to arrive at the breakdown of the lump-sum price – foreign currency portion:

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

The above will be based on the submitted Financial Proposal

APPENDIX E – BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

List here the elements of cost used to arrive at the breakdown of the lump-sum price – local currency portion.

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX F – SERVICES AND FACILITIES PROVIDED BY THE CLIENT

As indicated in the TOR