



EXPORT PROCESSING ZONES AUTHORITY

**CONSULTANCY TO UNDERTAKE TRANSACTION ADVISORY SERVICES (LEGAL, TECHNICAL AND FINANCIAL) FOR EPZA STRATEGIC CAPITAL DEVELOPMENT PROJECTS AND INVESTMENT PROJECTS.**

**REQUEST FOR PROPOSAL (RfP) NO. 02/2016-2017**

**October, 2016**

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SECTION I - LETTER OF INVITATION

TO:

Date \_\_\_\_\_

Dear Sir/Madam,

**RE: CONSULTANCY TO UNDERTAKE TRANSACTION ADVISORY SERVICES (LEGAL, TECHNICAL AND FINANCIAL) FOR EPZA STRATEGIC CAPITAL DEVELOPMENT PROJECTS AND INVESTMENT PROJECTS.**

Export processing Zones Authority (EPZA) is a State Corporation under the Ministry of Industry, Investment and Trade mandated to promote, attract and facilitate export oriented investments under Kenya's EPZs.

EPZA wishes to engage a competent consultancy firm to undertake Transaction Advisory Services (Legal, Technical and Financial) for EPZA Strategic Capital Development Projects and Investment Projects.

Request For Proposal No. 02/2016-2017. More details of the services are provided in terms of reference herein.

1. The request for proposals (RFP) includes the following documents:

- Section I - Letter of invitation
- Section II - Information to individual consultants  
Appendix to Individual consultants information
- Section III - Terms of Reference
- Section IV - Technical proposals
- Section V - Financial proposal
- Section VI - Standard Contract Form

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

3. This RFP submission shall be closed on **14<sup>th</sup> November, 2016 at 11.30 am.**

Yours sincerely,

**CHIEF EXECUTIVE OFFICER**

SECTION II – INFORMATION TO INDIVIDUAL CONSULTANTS  
(INSTRUCTIONS TO CONSULTANTS)

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## SECTION II: - INFORMATION TO INDIVIDUAL CONSULTANTS

### 2.1 Introduction

1. EPZA will select individual consultants among those invited to submit proposals or those who respond to the invitation for proposals in accordance with the method of selection detailed under this section and consistent with the regulations.
  2. The individual consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment stated in the stated in the letter of invitation (Section 1)
  3. The individual consultants must familiarize themselves with local conditions as regards the assignment and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, individual consultants are encouraged to liaise with the Procuring entity regarding any information that they may require before submitting a proposal.
- 2.1.4 The procuring entity will provide the inputs specified in the special conditions of the contract needed to assist the individual consultants to carry out the assignment.
5. The cost of preparing the proposal and negotiating the Contract, including any visit to the procuring entity are not reimbursable as a direct cost of the assignment. The Procuring entity is not bound to accept any of the proposals submitted.
  6. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender

## **2. Clarification and Amendment of RFP Documents**

- 2.2.1 Individual consultants may request a clarification of any of the RFP documents not later than seven [7] days before deadline for submission of the proposals. Any request for clarification must be sent in writing by post, fax or email to the procuring entity's address indicated in the special conditions of the contract. The procuring entity will respond by post, fax or email to all invited individual consultants and will be binding on them. The procuring entity may at its discretion extend the deadline for the submission of the proposals.
2. At any time before the submission of proposals, the Procuring entity may for any reason, whether at his own initiative or in response to a clarification requested by an invited individual consultants, 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 individual consultants and will be binding on them. The Procuring entity may at his discretion extend the deadline for the submission of proposals.
- 2.2.3 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.
- 2.2.4 The procuring entity shall reply to and clarifications sought by the tenderer within 5 days of receiving the request to enable the tenderer to make timely submission of its tender.

## **2.3 Preparation of proposals**

- 2.3.1 The individual consultants' proposal shall be written in English language
- 2.3.2 In preparing the Technical proposal, the individual consultants are expected to examine the documents consisting the RFP in detail. Material deficiencies in providing the information requested may result in rejection of proposal.
- 2.3.3 While preparing the Technical proposal, the individual consultants must give particular attention to the following:
- (a) If individual consultants considers that he/she does not have all the expertise for the required assignment, he/she may suggest in the proposals other individual(s) who will assist in the assignment but they will not be party to the contract for the purpose of the performance of the assignment. Individual consultants will not propose other individual consultants' invited to submit proposals for the assignment. Any individual consultants in contravention of this requirement shall automatically be disqualified.

(b) For all the staff who will be involved in the exercise of the proposals to individual consultants must indicate their responsibility in the assignment and also the staff time as necessary.

(c) The curriculum vitae (CV) of the staff proposed must be submitted with the proposal.

4. The Technical Proposal shall provide the following information;

(a) The individual consultants CV and a brief recent experience on assignments of a similar nature. For each assignment the outline should indicate, the profiles of the staff proposed, contract amount and individual consultant's involvement.

(b) Any comments or suggestions on the Terms of Reference and a list of service and facilities requested to be provided by the procuring entity.

(c) A description of the methodology and work plan for performing the proposed assignment.

(d) Any additional information requested in the special conditions of contract

2.3.5 The Technical proposal shall be separate from the financial proposal and shall not include any financial information

4. Preparation of Financial Proposal

1. In preparing the Financial Proposal, the individual consultants are expected to take into account the time required in completing the assignment as outlined in the RFP documents. The financial proposal will therefore be quoted in fees per day or month.

The financial proposal may also include other costs as necessary, which will be considered as reimbursable.

2. The Financial Proposal should include the payable taxes

3. The fees shall be expressed in Kenya Shillings.
4. The Financial Proposal must remain valid for 90 days after the submission date. During this period, the individual consultant is expected to keep available, at his own cost any staff proposed for the assignment. The procuring entity will make his best effort to complete negotiations within this period. If the procuring entity wishes to extend the validity period of the proposals, the individual consultant's who do not agree, have the right to not extend the validity of their proposals.
5. The financial proposal must comply with the law governing the profession of the individual consultants.
5. Submission, Receipt, and opening of proposals
  1. The Technical Proposal and the Financial Proposal shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the individual consultant's itself. Any such corrections must be initialed by the individual consultants
  2. For each proposal, the individual consultant's shall prepare the number of copies indicated in the special conditions of the contract. 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.
  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" Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the procuring entities address

and other information indicated in the appendix to the instructions to individual consultant and clearly marked "DO NOT OPEN before **11.30 a.m** on **Monday 14<sup>th</sup> November, 2016**.

4. The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date of the submission of the proposals indicated in the appendix to the instructions to individual consultants. Any proposal received later than the closing date for submission of proposals shall be returned to the individual consultants unopened. For this purpose the inner envelope containing the technical and financial proposals will bear the address of the individual consultants submitting the proposals.
5. After the deadline for submission of proposals, the outer envelope and the technical Proposal shall be opened immediately by the opening committee. The Financial Proposals shall be marked with the individual consultants number allocated at the time of opening the outer envelope and the technical proposals but shall remain sealed and in the custody of a responsible officer of the procuring entity up to the time set for opening them.

#### **6. Evaluation of the Proposal (General)**

1. From the time the proposals are opened to the time the contract award, if any individual consultant's wishes to contact the Procuring entity on any matter related to his proposal, he should do so in writing at the address indicated in the appendix instructions to consultants. Any effort by the individual consultants to influence the Procuring entity in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the individual consultant proposal.
2. The proposal evaluator committee shall have no access to the Financial Proposal, which in any case will remain sealed, until the technical evaluation is concluded or finalized.

#### **7. Evaluation of Technical Proposal**

### **STAGE ONE – 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;

(b) Any tender security submitted is in the required form, amount and validity period **(refer to period detailed in "ii) 6." below)**;

(c) The tender has been signed by the person lawfully authorized to do so (signed and stamped form of tender);

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

**ii) Mandatory / Statutory requirements**

1. Certificate of Company / Firm Registration or incorporation
2. List of Directors with respective shareholding & details of citizenship. (Attachment of CR12 forms as evidence for Kenyan companies and respective registration documents for foreign companies (For JVs with local consulting firms)
3. Valid TAX Compliance Certificate for local companies.
4. Proof of registration with relevant professional and regulatory bodies including the National Industrial Training Authority
5. Audited Accounts for each of the last three years **(i.e. within 2012-2015)**.
6. Bid bond of Kshs, 500,000 from a reputable Kenyan Bank registered and regulated by Central Bank of Kenya valid for 150 days from the date of tender closure
7. Signed and Stamped Statement of Verification that not debarred in matters of Public Procurement and Asset Disposal Act 2015
8. Dully filled statement on Litigation History
9. The Nominated person/Director with the Power of Attorney

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

**STAGE TWO – TECHNICAL REQUIREMENTS (MAXIMUM 100 POINTS)**

**(Use the format given to present the required information and where relevant documentary evidence must be provided)**

**A. DOCUMENTS FULLY COMPLETED AND IN COMPLIANCE WITH INSTRUCTIONS (5 POINTS)**

- **Signed and filled Tender Questionnaire (3 points)**
  - No signed and filled Tender Questionnaire **(0 points)**
- **Signed and filled Confidential Business Questionnaire (2 points)**
  - No signed and filled Confidential Business Questionnaire **(0 points)**

B. PERSONNEL (40 POINTS)

1. **LEAD CONSULTANT (International Business Law Expert). (As detailed on page 23 (2.2)) (6 Points)**

- Indicated Academic Qualification & Experience for the Period Indicated **(3 Points)**
- With the required qualification but less experience than the period indicated **(1 Point)**
- Less Qualification than stated above **(0 Points)**

➤ **Detailed curriculum vitae of the Lead consultant certified by CV owner and bidding company to be attached (3 Points)**

- Detailed CV and signed by both employee and bidding company attached with Academic Qualification Certificates and Experience for the Period Indicated **(3 Points)**
- Detailed CV attached and signed by both employee and bidding company with Academic Qualification Certificates, but less Experience than the period indicated **(1 Point)**
- Detailed CV or Relevant Academic Qualification Certificates not availed **(0 Points)**

2. **ECONOMIC EXPERT (As detailed on page 23 (2.2)) (4 Points)**

- Indicated Academic Qualification & Experience for the Period Indicated **(2 Points)**
- With the required qualification but less experience than the period indicated **(1 Points)**
- Less Qualification than stated above **(0 Points)**

➤ **Detailed curriculum vitae of the Economic Expert certified by CV owner and bidding company to be attached (2 Points)**

- Detailed CV and signed by both employee and bidding company attached with Academic Qualification Certificates and Experience for the Period Indicated **(2 Points)**
- Detailed CV attached and signed by both employee and bidding company with Academic Qualification Certificates, but less Experience than the period indicated **(1 Points)**
- Detailed CV or Relevant Academic Qualification Certificates not availed **(0 Points)**

**3. BUSINESS MODELING EXPERT (As detailed on page 23 (2.2)) (4 points)**

- Indicated Academic Qualification & Experience for the Period Indicated **(2 Points)**
- With the required qualification but less experience than the period indicated **(1 Points)**
- Less Qualification than stated above **(0 Points)**

➤ **Detailed curriculum vitae of the Business Modeling Expert certified by CV owner and bidding company to be attached (2 Points)**

- Detailed CV and signed by both employee and bidding company attached with Academic Qualification Certificates and Experience for the Period Indicated **(2 Points)**
- Detailed CV attached and signed by both employee and bidding company with Academic Qualification Certificates, but less Experience than the period indicated **(1 Point)**
- Detailed CV or Relevant Academic Qualification Certificates not availed **(0 Points)**

**4. FINANCIAL ANALYST (As detailed on page 23 (2.2)) (4 points)**

- Indicated Academic Qualification & Experience for the Period Indicated **(2 Points)**
- With the required qualification but less experience than the period indicated **(1 Points)**
- Less Qualification than stated above **(0 Points)**

➤ **Detailed curriculum vitae of the Financial Analyst certified by CV owner and bidding company to be attached (2 Points)**

- Detailed CV and signed by both employee and bidding company attached with Academic Qualification Certificates and Experience for the Period Indicated **(2 Points)**
- Detailed CV attached and signed by both employee and bidding company with Academic Qualification Certificates, but less Experience than the period indicated **(1 Point)**
- Detailed CV or Relevant Academic Qualification Certificates not availed **(0 Points)**

## 5. CIVIL AND STRUCTURAL ENGINEER (As detailed on page 23 (2.2) (3 points)

- Indicated Academic Qualification & Experience for the Period Indicated **(1.5 Points)**
- With the required qualification but less experience than the period indicated **(0.5 Points)**
- Less Qualification than stated above **(0 Points)**

### ➤ Detailed curriculum vitae of the Civil and Structural Engineer certified by CV owner and bidding company to be attached (1.5 Points)

- Detailed CV and signed by both employee and bidding company attached with Academic Qualification Certificates and Experience for the Period Indicated **(1.5 Points)**
- Detailed CV attached and signed by both employee and bidding company with Academic Qualification Certificates, but less Experience than the period indicated **(0.5 Point)**
- Detailed CV or Relevant Academic Qualification Certificates not availed **(0 Points)**

## 6. MECHANICAL ENGINEER (As detailed on page 23 (2.2) (3 points)

- Indicated Academic Qualification & Experience for the Period Indicated **(1.5 Points)**
- With the required qualification but less experience than the period indicated **(0.5 Points)**
- Less Qualification than stated above **(0 Points)**

### ➤ Detailed curriculum vitae of the Mechanical Engineer certified by CV owner and bidding company to be attached (1.5 Points)

- Detailed CV and signed by both employee and bidding company attached with Academic Qualification Certificates and Experience for the Period Indicated **(1.5 Points)**
- Detailed CV attached and signed by both employee and bidding company with Academic Qualification Certificates, but less Experience than the period indicated **(0.5 Point)**
- Detailed CV or Relevant Academic Qualification Certificates not availed **(0 Points)**

## **7. ELECTRICAL ENGINEER (As detailed on page 23 (2.2) (3 points)**

- Indicated Academic Qualification & Experience for the Period Indicated **(1.5 Points)**
- With the required qualification but less experience than the period indicated **(0.5 Points)**
- Less Qualification than stated above **(0 Points)**

### **➤ Detailed curriculum vitae of the Electrical Engineer certified by CV owner and bidding company to be attached (1.5 Points)**

- Detailed CV and signed by both employee and bidding company attached with Academic Qualification Certificates and Experience for the Period Indicated **(1.5 Points)**
- Detailed CV attached and signed by both employee and bidding company with Academic Qualification Certificates, but less Experience than the period indicated **(0.5 Point)**
- Detailed CV or Relevant Academic Qualification Certificates not availed **(0 Points)**

## **8. QUANTITY SURVEYOR (As detailed on page 23 (2.2) (4 points)**

- Indicated Academic Qualification & Experience for the Period Indicated **(2 Points)**
- With the required qualification but less experience than the period indicated **(1 Point)**
- Less Qualification than stated above **(0 Points)**

### **➤ Detailed curriculum vitae of the Quantity Surveyor certified by CV owner and bidding company to be attached (2 Points)**

- Detailed CV and signed by both employee and bidding company attached with Academic Qualification Certificates and Experience for the Period Indicated **(2 Points)**
- Detailed CV attached and signed by both employee and bidding company with Academic Qualification Certificates, but less Experience than the period indicated **(1 Point)**
- Detailed CV or Relevant Academic Qualification Certificates not availed **(0 Points)**

## 9. ARCHITECT (As detailed on page 23 (2.2) (5 points)

- Indicated Academic Qualification & Experience for the Period Indicated **(3 Points)**
- With the required qualification but less experience than the period indicated **(1 Points)**
- Less Qualification than stated above **(0 Points)**

### ➤ Detailed curriculum vitae of the Architect certified by CV owner and bidding company to be attached **(2 Points)**

- Detailed CV and signed by both employee and bidding company attached with Academic Qualification Certificates and Experience for the Period Indicated **(2 Points)**
- Detailed CV attached and signed by both employee and bidding company with Academic Qualification Certificates, but less Experience than the period indicated **(1 Point)**
- Detailed CV or Relevant Academic Qualification Certificates not availed **(0 Points)**

## 10. URBAN AND REGIONAL PLANNER (As detailed on page 23 (2.2) (4 points)

- Indicated Academic Qualification & Experience for the Period Indicated **(2 Points)**
- With the required qualification but less experience than the period indicated **(1 Points)**
- Less Qualification than stated above **(0 Points)**

### ➤ Detailed curriculum vitae of the Urban and Regional Planner certified by CV owner and bidding company to be attached **(2 Points)**

- Detailed CV and signed by both employee and bidding company attached with Academic Qualification Certificates and Experience for the Period Indicated **2 Points)**
- Detailed CV attached and signed by both employee and bidding company with Academic Qualification Certificates, but less Experience than the period indicated **(1 Point)**
- Detailed CV or Relevant Academic Qualification Certificates not availed **(0 Points)**

### **C. RELEVANT EXPERIENCE (40 POINTS)**

- Details of experience and past performance on at least five assignments of a similar nature and complexity within the past ten (10) years (2005 – 2015). Each project to have been a consultancy on Transaction Advisory for Real-estate Projects/Construction Related Projects/Engineering Projects for More than Kshs 500,000,000 or equivalent (In convertible currency). Including current contracts, names of clients/firms, clear physical address and contact persons. (Attach award letters, / Service Orders, signed contracts or / proof of successful contract completion. **(40 Points)**)

Details of projects to include the following **(8 Points for each Project)**

- i) Name of project – **(1 Point)**
- ii) Address of project- **(1 Point)**
- iii) Contact persons- **(1 Point)**
- iv) Project of a similar nature and complexity – **(2 Points)** not of similar nature and complexity **(0 Points)**
- v) Proof of having completed similar contracts **(Attach award letters/signed contracts/completion certificates) – (3 Points)**
  - Less number of clients– **(Pro-rate)**
  - If no award letters/completion certificates are attached – **(0 Points for the entire project)**

### **E BUSINESS SUPPORT (10 POINTS)**

- a) Professional Indemnity Cover of Professional fees not less than **Kshs. 20,000,000.00** from an insurance company licensed and registered by IRA in Kenya and Approved by PPOA/PPADA - **(5 points)**
- b) Indicate appointed bankers showing the name, address, contact person and address of bidders bankers – **(2 point)**
- c) Letter of authority from the bidder authorizing EPZA to seek reference from the bidder's bankers – **(3 points)**
- d) Bank statements for the last six months (April 2016 to September 2016) Certified by the Bank and a Commissioner of Oaths – **(5 points)**

## **F. REFERENCE LETTERS (5 POINTS)**

At least **Five (5) letters** of recommendation from referees – **(1 point per letter)**

- Five (5) letters – **(5 Points)**
- Less than Five (5) letters – **(pro rate)**
- If no letter is attached - **(0 Points)**

Please note that LSO's or award letters shall not be treated as reference letters. Proper recommendation from satisfied clients for work performed or services provided shall be required.

## **H. COMPLETION PERIOD AND WORK PROGRAMME – (5 Points)**

- The bidder through their work programme should demonstrate that they can work within the stipulated time while adhering to the technical specifications:
  - A work programme within stipulated time – (5 points), a work programme outside of the stipulated time – (0 points).

## **N.B. CUT OFF – 85 POINTS OUT OF 100 TO QUALIFY FOR STAGE 3 – FINANCIAL EVALUATION**

### **STAGE 3 – FINANCIAL EVALUATION**

Technically qualified bids to be compared and ranked as per evaluation criteria.

### **RECOMMENDATIONS:**

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.

## **9. Negotiations**

1. Negotiations will be held at the same address indicated in the appendix information to consultants. The purpose of the negotiations is to reach agreement on all points regarding the assignment and sign a contract.
2. The Negotiations will include a discussion of the technical Proposals, the proposed methodology and work plan, staff and any suggestions made by the individual consultant to improve the Terms of Reference. The agreed work plan and terms of reference will be incorporated in the description of the service or assignment and

form part of the contract.

3. The negotiations will be concluded with the review of the draft contract. If negotiations fail, the Procuring entity will invite the individual consultant whose proposal received the second highest score to negotiate a contract.

## **2.10 Award of Contract**

2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Procuring entity will promptly notify the other individual consultants that they were unsuccessful and return the financial proposals of those individual consultants who did not pass the technical evaluation.

2.10.2 The selected individual consultant is expected to commence the assignment on the date indicated in the appendix to the information to consultants or any other date agreed with the procuring entity.

## **2.11 Confidentiality**

2.11.1 Information relating to evaluation of proposals and recommendations of contract award shall not be disclosed to the individual consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning individual consultants has been notified that he/she has been awarded the Contract.

## APPENDIX "A"

### Clause Reference

1. The name of the Procuring entity is: **EXPORT PROCESSING ZONES AUTHORITY**  
**P.O. BOX 50563 – 00200**  
**NAIROBI**

2.1.1 The method of selection is: **Lowest Evaluated Bidder.**

2. Technical and Financial Proposals shall be prepared separately.

The name, objectives, and description of the assignment are:

**Consultancy to undertake transaction advisory services (legal, technical and financial) for EPZA strategic capital development and investment projects.**

2.5.4 The proposal submission address is;

Chief Executive Officer  
Export Processing Zones Authority  
P.O. BOX 50563 – 00200  
NAIROBI

And should be **marked RPF NO 02/2016-2017** and deposited in the Quotation Box situated on the Ground Floor, Administration Building, Viwandani Road off Road Nairobi – Namanga Highway, on or before **11.30 a.m local time on Monday 14<sup>th</sup> November , 2016.**

The evaluation of TECHNICAL Proposal will be as per criteria give in page 10 of this document

## SECTION III- SPECIAL CONDITIONS AND TERMS OF REFERENCE (TOR)

### **CONSULTANCY TO UNDERTAKE TRANSACTION ADVISORY SERVICES (LEGAL, TECHNICAL AND FINANCIAL) FOR EPZA STRATEGIC CAPITAL DEVELOPMENT PROJECTS AND INVESTMENT PROJECTS.**

#### **Request for Proposals (RfP)**

#### **1.0. OVERVIEW**

Export processing Zones Authority (EPZA) is a State Corporation under the Ministry of Industry, Investment and Trade mandated to promote, attract and facilitate export oriented investments under Kenya's EPZs. EPZA wishes to engage a competent consultancy firm to undertake Transaction Advisory Services (Legal, Technical and Financial) for EPZA Strategic Capital Development Projects and Investment Projects.

#### **2.0. TERMS OF REFERENCE**

**The selected consulting firm shall:-**

##### **2.1. KEY DELIVERABLES**

Will involve provision of professional advisory services with recommendations for decision making on identified EPZA Strategic Capital Development and Investment Projects on the following areas:

- (a) Undertake legal due diligence and transaction conveyancing on projects, processes, partners and investors,
- (b) Provide professional project management advisory and undertake technical due diligence on architectural, engineering (structural, civil, mechanical and electrical), quantity surveys and construction contract administration,
- (c) Undertake financial due diligence, financial structuring and financial arranger services covering among others:
  - 1. Economic analysis - estimate economic costs and benefits for the project in terms of rates of return on investment and net present value,

2. Financial analysis - estimate financial costs and benefits and evaluate financial viability using net present value and internal rates of return in constant prices,
3. Impact sensitivity analysis - indicate how this intervention will act to minimize negative impacts or maximize positive impacts among the surrounding communities.
4. Undertake stakeholder mapping, engagements and public participation to identify, document and propose mitigation measures to address any likely Socio-economic, Political and Environmental Impact/Risks of the proposed projects.

## 2.2. KEY PERSONNEL REQUIREMENTS

The required key expertise for this assignment are:

#	PERSONNEL	QUALIFICATIONS	EXPERIENCE
1	Lead Consultant (International Business Law Expert)	M.A. Law (International Business Law) and Diploma in Law from reputable local/regional/international university; Member in good standing of a relevant Professional Association	15 years' post graduation experience at least 10 of which must be post M.A. qualification experience
2	Economic Expert	M.A. Economics from reputable local/regional/international university; PhD in Economics will be an added advantage; Member in good standing of a relevant Professional Association	10 years' post graduation experience atleast 5 of which must be post M.A. qualification experience
3	Business Modeling Expert	M.B.A. Strategic Management/Masters in Business Administration from reputable local/regional/international university; Member in good standing of a relevant Professional Association	10 years' post graduation experience atleast 5 of which must be post MBA qualification experience
4	Financial Analyst	M.B.A. in Finance from reputable local/regional/international university with Final Qualifications under ACCA(Finance Option) or CFA(K); Member in good standing of a relevant Professional Association	10 years' post graduation experience atleast 5 of which must be post ACCA/CFA(K) qualification experience
5	Civil & Structural Engineer	M.Sc. Civil & Structural Engineering Studies from reputable local/regional/international university registered by the Engineers Registration Board (ERB); Member in good standing of a relevant Professional Association	15 years' post graduation experience at least 5 of which must be post ERB registration and with at least 5 years Project Management Experience

#	PERSONNEL	QUALIFICATIONS	EXPERIENCE
6	Mechanical Engineer	B.Sc. Mechanical Engineering Studies from reputable local/regional/international university (M.Sc. would be an added advantage) registered by the Engineers Registration Board (ERB); Member in good standing of a relevant Professional Association	10 years' post graduation experience at least 5 of which must be post ERB registration and with at least 5 years Project Experience
7	Electrical Engineer	B.Sc. Electrical Engineering Studies from reputable local/regional/international university (M.Sc. would be an added advantage) registered by the Engineers Registration Board (ERB); Member in good standing of a relevant Professional Association	10 years' post graduation experience at least 5 of which must be post ERB registration and with at least 5 years Project Experience
8	Quantity Surveyor	B.Sc. Quantity Survey/Building Economics Studies from reputable local/regional/international university (M.Sc. would be an added advantage) registered by the Board of Registrations of Architects and Quantity Surveyors of Kenya (BORAQS); Member in good standing of a relevant Professional Association	10 years' post graduation experience at least 5 of which must be post ERB registration and with at least 5 years Project Experience
9	Architect	M. Architectural Studies from reputable local/regional/international university registered by the Board of Registration of Architects and Quantity Surveyors (BORAQS); Member in good standing of a relevant Professional Association	15 years' post graduation experience at least 5 of which must be post BORAQS registration and with at least 5 years Project Management Experience
10	Urban & Regional Planning Expert	M.A. Urban Planning or equivalent from reputable local/regional/international university registered by Physical Planners Registration Board of Kenya; Member in good standing of a relevant Professional Association	10 years' post graduation experience at least 5 of which must be post M.A. qualification experience

**NOTE:**

The consulting firm shall be required to indicate the personnel to be used to execute the study with their signed CVs, methodology, detailed work-plan and work-plan based quotation in its proposal.

### **2.3. KEY OUTPUTS**

The following are the key deliverables:-

- (1) Inception Report (Project based)
- (2) Due Diligence Reports (Project based)
- (3) Project Reports (Monthly/Quarterly)
- (4) Production designs (Project based)
- (5) Public Participation and Workshop Presentations (Project based)
- (6) Project Financial & Economic Analysis Reports (Project based)

The presentations, reports and designs are to be detailed and shall include the data sets and excel models and CAD drawings used as a basis to analyze the project.

### **2.4. QUALIFICATIONS AND EXPERIENCE OF THE CONSULTING FIRM:**

The consulting firm/consortium shall demonstrate experience in at least five similar projects (involving both Transaction Advisory and Project execution/management for Commercial/Industrial Park projects of a minimum size of 10 Hectares or 250,000 Square Meters development) successfully completed within the past ten years (2006 - 2016) and provide references for each project. Prior work experience in Kenya is essential.

EPZA therefore invites eligible consulting firms, with the requisite skills and experience, to submit their bids in accordance with the Public Procurement and Asset Disposal Act 2015 to undertake the consultancy and thereafter present the findings to EPZA and identified stakeholders.

Consulting Firms may enter into Joint Ventures (JV) for the purpose of bidding for this Tender. Firms entering into a JV will be required to submit a JV agreement with power of attorney allowing the Lead Consulting Firm to bid on behalf and together with the JV partner.

### **2.5. DURATION OF CONSULTANCY:**

The duration of the consultancy is 36 months from the date of the inception meeting.

## **2.6. PAYMENT TERMS:**

**The contract financials will comprise 1) a Fixed Contract Sum Component and 2) a Variable Contract Sum Component**

### **2.6.1. FIXED CONTRACT SUM COMPONENT**

1. Commissioning Advance upon submission of Inception Report (as a percentage of the fixed contract sum) - 20%
2. Quarterly Project Reports (quarterly retainer calculated as a percentage of the fixed contract sum i.e. 4% x 12 quarters) - 48%
3. Submission of Final Accepted Project Completion Report (as a percentage of the fixed contract sum) – 5%
4. Reimbursable expenses (as a percentage of the fixed contract sum) – 27%

### **2.6.2. VARIABLE CONTRACT SUM COMPONENT**

1. Project Due Diligence Reports - To be invoiced and paid separately as per staff man-hours based on quoted rates on a case-by-case basis on EPZA work instructions
2. Production designs (Project based) - To be invoiced and paid separately as per staff man-hours based on quoted rates on a case-by-case basis on EPZA work instructions
3. Project Financial & Economic Analysis Reports - To be invoiced and paid separately as per staff man-hours based on quoted rates on a case-by-case basis on EPZA work instructions

**Note:** Staff man-hour quotes should be guided by the Scale of Fees and Conditions of Engagement for the relevant professions included.

## **3.0. SUBMISSION OF BIDS/PROPOSALS:**

Applicants must submit the following: One (1) Original and Two (2) copies of combined Technical and Financial Bid in a plain sealed envelop comprising:

- 3.1. **Technical proposal:** Name and physical address; company profile, audited financial statements for the last 3 years (Lead consultancy firm), confidential business questionnaire, statutory certifications; Certificate of Registration/Incorporation, PIN and VAT registration certificates (only for Kenyan firms), Tax Compliance (only for Kenyan firms);

a write-up on the proposed methodology and work-plan for the assignment; project personnel including their qualifications and experience in relevant work; 5 professional referees for the firm all of whom should be current/past clients and for whom the firm has done or is undertaking similar work; list of relevant work done with references of contracting client and effective period. The team leader and his/her deputy should be clearly indicated as well as the team members and their assigned roles.

3.2. **Financial proposal:** a projected financial plan for the whole exercise, costed against the planned activities and including estimates of man-days/hours of effort, cost of this effort, reimbursable expenses and disbursements and taxes.

The complete set of Request for Proposal documents containing detailed Terms of Reference, may be obtained by interested bidders from the Export Processing Zones Authority (EPZA) website for free or upon payment of a Kshs. 1,000 fee at the EPZA Headquarters and the same should be deposited in the Tender Box situated at the same offices so as to reach on or before **14th November 2016 at 11:30 a.m.**

Prices quoted **must** be inclusive of all taxes and must be in Kenya Shillings and shall remain valid for **120** days from the closing date of the tender. The bids must be accompanied with a Kshs. 500,000.00 bid bond in the form of a Bank Guarantee issued by a reputable bank licensed and regulated by the Central Bank of Kenya.

Bids will be opened immediately thereafter in the presence of the bidders or their representatives who choose to attend **at the Export Processing Zones Authority (EPZA) Headquarters Conference Room situated at the Ground Floor, Athi-River EPZ, on Viwanda Road off the Athi-River - Namanga Highway.**

Soliciting will lead to automatic disqualification.

Quote on top of the Envelope:

**RFP NO. 02/ 2016-2017: "CONSULTANCY TO UNDERTAKE TRANSACTION ADVISORY SERVICES (LEGAL, TECHNICAL AND FINANCIAL) FOR EPZA STRATEGIC CAPITAL DEVELOPMENT PROJECTS AND INVESTMENT PROJECTS."**

*and be addressed to:-*

**Chief Executive Officer,**

**Export Processing Zones Authority (EPZA)**

**P.O. Box 50563 - 00200 Nairobi.**

## SECTION IV: - TECHNICAL PROPOSAL (TP)

### **Notes on the preparation of the Technical Proposals**

The technical proposal shall be prepared and submitted by the consultants  
It shall contain the following:-

- (a) Submission letter
- (b) Particulars of the consultant including Curriculum vitae (CV)
- (c) Comments and suggestions of the consultant on the terms of reference, personnel, facility and other requirements to be provided by the procuring entity
- (d) Description of the methodology and work plan for performing the assignment
- (e) Any proposed staff to assist in the assignment
- (f) Consultancy services activities times' schedule

(To be prepared by the consultant as appropriate)

1. TECHNICAL PROPOSAL SUBMISSION FORM

To:  
THE CHIEF EXECUTIVE OFFICER  
EXPORT PROCESSING ZONES AUTHORITY  
P.O. Box 50563 – 00200  
NAIROBI

Ladies/Gentlemen:

We, the undersigned, offer to provide **CONSULTANCY TO UNDERTAKE TRANSACTION ADVISORY SERVICES (LEGAL, TECHNICAL AND FINANCIAL) FOR EPZA STRATEGIC CAPITAL DEVELOPMENT AND INVESTMENT PROJECTS.”RFP NO 02/2016-2017** 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-where applicable].

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

We remain,

Yours sincerely,

\_\_\_\_\_ [Authorized Signature]:

\_\_\_\_\_ [Name and Title of Signatory]

\_\_\_\_\_ [Name of Firm]

\_\_\_\_\_ [Address:]

**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 in-  
dividually, as a corporate entity or in association, was legally contracted. (Evidence  
of at least assignment in customer satisfaction survey undertaken in the last five  
years required through award letters, L.P.Os Contracts etc.)

Assignment Name:		Country
Location within Country:		Professional Staff provided by Your Firm/Entity(profiles):
Name of Procuring entity:		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 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 INDIVIDUAL CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT.

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On the Terms of Reference:

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

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

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

5.

14. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

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5. TEAM COMPOSITION AND TASK ASSIGNMENTS

Consultant's Personnel (Submit as Appendix B)

**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 Individual 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.]**

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Certification:

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

\_\_\_\_\_ Date: \_\_\_\_\_  
[Signature of staff member]

\_\_\_\_\_ Date: \_\_\_\_\_  
[Signature of authorized representative of the firm]

Full name of staff member: \_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Months (in the Form of a Bar Chart)

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

**[1<sup>st</sup>,2<sup>nd</sup>,etc, are months from the start of assignment)**

1<sup>st</sup> 2<sup>nd</sup> 3<sup>rd</sup> 4<sup>th</sup> 5<sup>th</sup> 6<sup>th</sup> 7<sup>th</sup> 8<sup>th</sup> 9<sup>th</sup> 10<sup>th</sup> 11<sup>th</sup> 12<sup>th</sup>

Activity (Work)

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(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 V: - FINANCIAL PROPOSAL

### **Notes on preparation of Financial Proposal**

The financial proposal shall be prepared and submitted by the consultants. It shall contain the following

- (a) Submission letter indicating total fees
- (b) Summary of costs
- (c) Breakdown of fees per activity
- (d) Breakdown of reimbursable cost/expenses per activity
- (e) Miscellaneous expenses

(To be prepared by the consultant as appropriate)

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. Reimbursable per activity	
6. Miscellaneous expenses	

1. FINANCIAL PROPOSAL SUBMISSION FORM

To:  
EXPORT PROCESSING ZONES AUTHORITY  
P.O. Box 50563 – 00200  
NAIROBI

Ladies/Gentlemen:

We, the undersigned, offer to provide **CONSULTANCY TO UNDERTAKE TRANSACTION ADVISORY SERVICES (LEGAL, TECHNICAL AND FINANCIAL) FOR EPZA STRATEGIC CAPITAL DEVELOPMENT AND INVESTMENT PROJECTS.”RFP NO 02/2016-2017** 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 Individual consultants]

\_\_\_\_\_ [Address]

## 2. SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s)
Subtotal		
Taxes		
Total Amount of Financial Proposal		_____

## 3. BREAKDOWN OF PRICE PER ACTIVITY

Activity NO.: _____	Description: _____ _____
Price Component	Amount(s)
Remuneration	
Reimbursable	
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)				
Individual consultants				
<b>Grand Total</b>				

## **SECTION – STANDARD CONTRACT FORM**

(Lump – sum payment)

The contract form shall be completed by the procuring entity after the award of the contract and negotiation of the contract. It will be signed by both parties pursuant to the information to consultants' clause 2.9 & 2.10

## STANDARD CONTRACT FORM (SAMPLE)

### (Lump-sum payments)

This Agreement, [hereinafter called "the Contract"] is entered into this

\_\_\_\_\_ [Insert starting date of assignment], by and between

\_\_\_\_\_ [Insert Client's name] of [or whose registered office is situated at] \_\_\_\_\_ [insert Client's address] (hereinafter called "the Client") of the one part AND

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

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

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services** (i) The Consultant shall perform the Services specified in Appendix A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract.
- (ii) The Consultant shall provide the personnel listed in Appendix B, "Consultant's Personnel," to perform the Services.

- (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, “Consultant’s Reporting Obligations.”

2. Term

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

3. Payment

A. Ceiling

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

B. Schedule of Payments

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

- o Commissioning Advance upon submission of Inception Report - 20%
- o Submission of Draft Feasibility Study Report –30%
- o Submission of Draft Business Case, Economic and Financial Analysis Report– 20%Submission of Final Accepted Feasibility Study Report – 30%

C. Payment Conditions

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty [30] days following submission by the Consultant of invoices in duplicate to the Coordinator

designated in Clause 4 here below. If the 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.

**4. Project Administration**

**A. Coordinator.**

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

**B. Reports.**

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

**5. Performance**

**Standards**

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

**6. Confidentiality**

The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

**7. Ownership of Material**

Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under

the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

**8. Consultant Not to be Engaged in certain Activities**

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

**9. Insurance**

The Consultant will be responsible for taking out any appropriate insurance coverage.

**10. Assignment**

The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.

**11. Law Govering Contract and Language**

The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English Language.

**12. Dispute Resolution**

Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either **party** to the arbitration and final decision of a person to be agreed **between** the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

For The Client

For The Consultant

Full name; \_\_\_\_\_ Full name; \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Signature; \_\_\_\_\_ Signature; \_\_\_\_\_

Date; \_\_\_\_\_ Date; \_\_\_\_\_