

REPUBLIC OF KENYA



COUNTY GOVERNMENT OF MERU

TENDER NO: CGM/RFP/004/2016-2017

FOR

CONSULTANCY SERVICES FOR DIGITAL TOPOGRAPHIC MAPPING AND PREPARATION OF GITHONGO AND ITS ENVIRONS INTERGRATED URBAN DEVELOPMENT PLAN (IUD) (2016-2026).

CLOSING DATE: 7TH DECEMBER 2016 AT 10.00A.M

Invitation for Tenders (IFT)
TENDER. No. CGM/RFP/004/2016-2017
For

RE: CONSULTANCY SERVICES FOR DIGITAL TOPOGRAPHIC MAPPING AND PREPARATION OF GITHONGO AND ITS ENVIRONS INTERGRATED URBAN DEVELOPMENT PLAN (IUD) (2016-2026).

- 1.1 County Government of Meru** invites sealed bids from eligible candidates for **Consultancy Services for Digital Topographic Mapping and Preparation of Githongo and Its Environs Intergrated Urban Development Plan (IUD) (2016-2026)**.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at *County Government of Meru Headquarters P.O BOX 120-60200 MERU, Ground floor Municipal Building at the County Head Supply Chain Management office* during normal working hours.
- 1.3 A complete set of tender documents may be obtained by interested candidates free by downloading from **County Government of Meru website: www.meru.go.ke**
- 1.4** Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at **(County Government of Meru Headquarter) or be addressed to County Secretary County Government of Meru P.O BOX 120-60200 MERU)** so as to be received on or **before 7th December 2016 at 10.00 a.m.**
- 1.5 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for (90) days from the closing date of the tender.
- 1.6 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at Meru County Headquarter Chamber Hall.

Head of Supplies Chain Management
For (County Secretary County Government of Meru)

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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, 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. 1,000/=
- 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

- 2.1.9 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.
- 2.1.10 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 five (5) 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 90 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. 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) 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 authorized 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) Mandatory requirements	-
(a) Valid registration certificate	
(b) Valid tax compliance certificate	
(c) Pin/VAT certificate	
(d) Copy of certificate of incorporation	
(e) Single Business permit	
(ii) Specific experience of the consultant	
1. related to the assignment	20
(iii) Adequacy of the proposed work plan and	
1. methodology in responding to the terms	
2. of reference	40
(iv) Qualifications and competence of	
1. the key staff for the assignment	30
(v) Suitability to the transfer of Technology	
1. Programme (Training)	10
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 cost 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:- $Sf = 100 \times \frac{Fm}{F}$ 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:- $S = St \times T \% + Sf \times P \%$. 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.

2.12 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: **Meru County Government, Department of Lands, ICT and Planning**

2.1.1 The method of selection is: (Open) Request for Proposal.

2.1.2 Technical and Financial Proposals are requested: Yes ___ No ___

The name, objectives, and description of the assignment are: Technical and Financial Proposals are requested and the name, objectives, and description of the assignment are as per ToR.

2.1.3 A pre-proposal conference will not be held:

The name(s), address (es) and telephone numbers of the Client's official(s) are: ___The County Secretary, Meru County Government P.o Box 120-60200 Meru

2.1.4 The Client will provide the following inputs: ToR

2.1.6 (vii) Training is a specific component of this assignment: Yes ___ in application and use of GIS technology in the planning and implementation process of the plan

(viii) Additional information in the Technical Proposal includes:

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

2.5.2 Consultants must submit an original and *two* additional copies of each proposal.

2.5.3 The proposal submission address is: _as per TOR___ Information on the outer envelope should also include: tender number and addressed to the county secretary P.O box 120-60200 Meru

2.5.4 Proposals must be submitted no later than the following date and time 7th December 2016 at 10:00 a.m.

2.6.1 The address to send information to the Client is: County Secretary MERU County Government P.O Box 120-60200 Meru

2.6.3 The minimum technical score required to pass is *75% of the technical score*

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

The weights given to the Technical and Financial Proposals are:

T=_____ 0.80

P=_____ 0.20

2.9.2 The assignment is expected to commence soonest after signing of the contract.

SECTION III: - TECHNICAL PROPOSAL

3.1. TECHNICAL 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. 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:*]

3.2. 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; _____

3.3. 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.

3.4 DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

3.5. TEAM COMPOSITION AND TASK ASSIGNMENTS

3.5.1 Technical/Managerial Staff

Name	Position	Task

3.5.2 Support Staff

Name	Position	Task

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

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Certification:

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

_____ Date: _____

[Signature of staff member]

_____ Date: _____

[Signature of authorized representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____

3.8 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: _____

3.9 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

4.1. 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]*

4.2. SUMMARY OF COSTS

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

4.3. BREAKDOWN OF PRICE PER ACTIVITY

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

4.4: 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				_____

4.5. 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				

4.6. MISCELLANEOUS EXPENSES

Activity No. _____ Activity Name: _____

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

SECTION V: - TERMS OF REFERENCE

SPECIFICATIONS FOR DIGITAL TOPOGRAPHIC MAPPING AND PREPARATION OF GITHONGO AND ITS ENVIRONS INTERGRATED URBAN DEVELOPMENT PLAN (IUD) (2016-2026).

1.0 INTRODUCTION.

The role of small and medium towns in rural development cannot be overemphasised. These are the centres for rural enterprise. It's impossible to have a balance growth without well managed rural centres. The story throughout the Country is that of neglect and mismanagement. These urban centres lack basic facilities such as water, paved road and modern sanitation among others and Githongo town is not unexceptional.

The focus is to measure the linkage between these centres and the surrounding areas in order to assess their present and potential role as growth pole.

This kind of scenario is expected to change with the devolution.

The County Government of Meru has already realised the need for spatial planning and has committed resources toward planning of the whole county. It's for this reason that the County Government of Meru intends to prepare an integrated urban development plan for Githongo town and its environment.

The concern will not be merely production of blue prints and reports but in implementation and ensuring adequate servicing of these centres to avoid problems associated with unplanned and ad-hoc growth.

With a high population growth rate of about 7–8 percent per year Kenyan towns including the small and medium ones are rapidly growing but in an haphazard manner and experiencing severe problems, including rapid uncoordinated land subdivisions, informal developments with inadequate support infrastructural facilities .

With improvement in road infrastructure and other facilities some urban centres like Githongo are starting to experience rapid growth and development. Unfortunately the development is unplanned, uncoordinated, and uncontrolled.

In light of the above, there is urgent need to reorganise our urban spaces so that citizens can access better services in an organised and sustainable manner. The plan's objectives should therefore be to integrate physical, economic, social, cultural, and environmental as well as institutional aspects in order to tap the full potential of the area.

The integrated urban development plan will identify priority programmes that make for well-planned, urban and rural living, and working environments that can attract investments for enhanced, growth and

development. It will also lead to the full exploitation of opportunities for expansion, agricultural development, and strengthening of rural-urban linkages.

2.0 OBJECTIVES AND PURPOSE OF THE PLAN

In order to achieve an integrated sustainable growth and development of the town there is need to ensure that the areas is spatially well organized and managed. This can be achieved through preparation and implementation of integrated plan in order to spur economic development.

This is a statutory requirement and which must be prepared for each urban centre.

It is for this reason that the County Government of Meru intends to prepare:-

- Integrated Urban Development (IUD) Plan for Githongo Town.
- An up-to-date digital map. This is very important because plans must be based on accurate information and this has been a constraint in the past due to lack of availability accurate maps. It is important to note that the most crucial information for preparing a plan is an accurate and updated base map.

3.0 THE PLANNING AREA.

The planning area will cover Githongo Town and its environment including Katheri, Kithaku, Kinjo and Kithirune markets comprising of approximately 85 Kilometers squared.

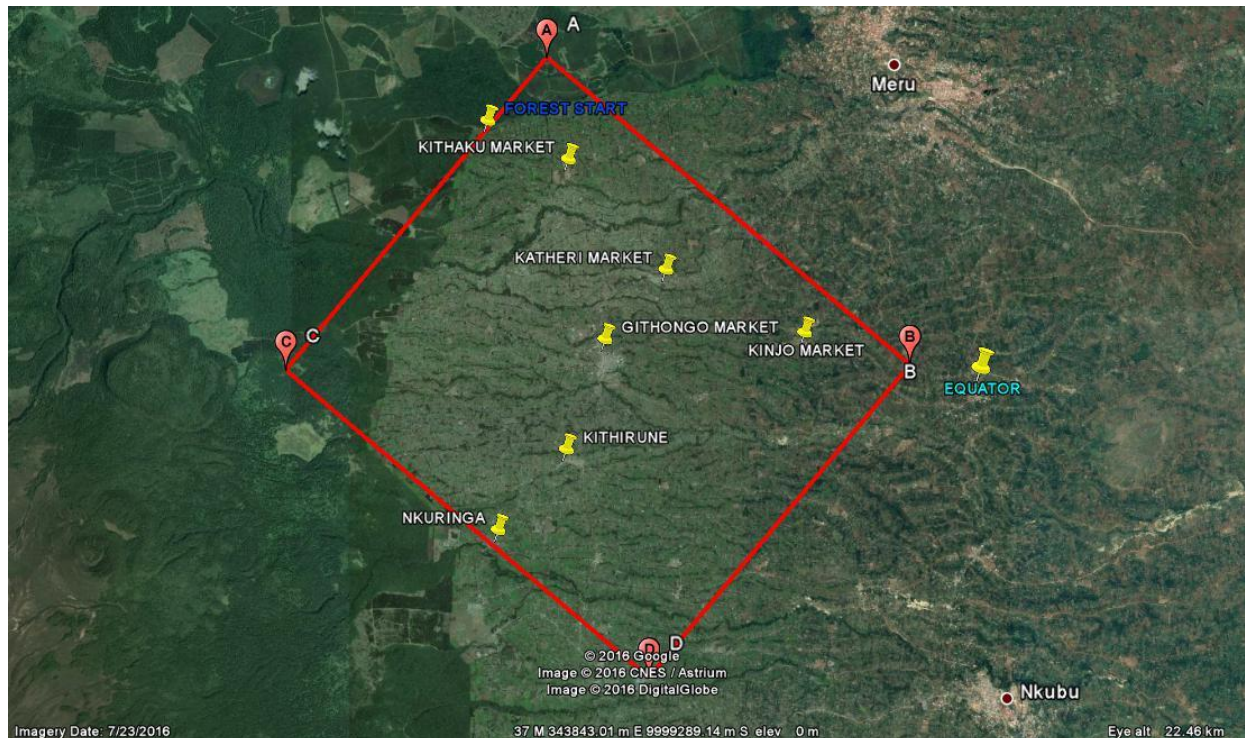


Figure 1: The Planning Area

Coordinates.

POINT ID	EASTINGS (UTM)M	NORTHINGS (UTM)M	ZONE
A	342067.07	5839.43	37N
B	349593.09	9999500.11	37M
C	336644.55	9999402.15	37M
D	344176.6	9993057.89	37M

4.0 THE LOCATION.

The town is located approximately 11 kilometers from Meru town. It's surrounded by a rich agricultural hinterland. Its home to Githongo tea factory. It has a number of facilities which include a district hospital, a police station, a law court and learning institutions among others.

The town was started in the 1960s as a County Council market. The town due to its proximity to Meru town and the improvement of Meru- Chogoria road to bitumen standard has given the town impetus to growth.

The congestion in Meru town makes Githongo the destination for those looking for serene and quiet environment for residential development.

The town and its environs have continued to grow without a spatial framework. Due to this, several problems have manifested themselves including the following among others:-

- General lack of spatial order and harmony in development.
- Increasing Land use conflicts, dilapidated/poor public amenities, and lack of character or aesthetics.
- Poor access roads in the hinterland.
- Inadequate public utilities like piped water, open air markets, electricity etc.
- Poverty and employment.
- Diminishing returns from agriculture.
- Poor development control/rampant and uncontrolled land subdivision

5.0 THE CONSULTANCY.

The consultancy will involve the preparation of an integrated urban development plan for the area which will entail:-

- (i) Digital topographic mapping and production of accurate up-to-date digital maps
- (ii) Formulation of an integrated urban development plan for the area.

The details will include:-

- Production of accurate and up-to-date digital topographic maps.
- Preparation of digital cadastral layers in the same system as the digital topo maps.
- Conducting a participatory planning exercises in the planning area and identify citizens' priorities.
- Preparation of short, medium term plans to guide development, including action area plans, subject plans, advisory or zoning plans and regulations and other reference materials.
- Preparation of structure plans, showing current and proposed land use and infrastructure (such as transport, drainage, power, etc), housing and human settlements and environmental assets (10 years).
- Provision of hands-on training of key staff on plan preparation and implementation.
- Preparation of a monitoring and evaluation strategy to assist the planning department in reviewing and updating the plan in line with changing trends.

5.0 PLANNING HORIZON.

The planning horizon for the plan is set at 10 years.

5.1 Expertise required.

The following will be the minimum key professional required for the assignment.

(a)Team leader

- (i) Must possess an advanced degree in spatial planning with over 10 year's professional experience.
- (ii) Be registered with the Physical Planners Registration Board and must have a current practicing certificate.

(b) Project planner.

- (i) Must possess a degree in spatial planning /urban and regional planning.
- (ii)At least 7 years professional experience.
- (iii) Be registered with the Physical Planners Registration Board and must have a current practicing certificate.

(c)Planners.

At least 3 planners with experience in GIS to work under the project planner.

(d)Project Surveyor.

- (i)Must possess a degree in land surveying and hold a valid practicing license.
- (ii)At least 10 years professional experience in surveying and mapping.

(e)Digital mapping specialist.

- (i) Must possess a degree in land surveying and mapping.
- (ii)At least 7 years' experience in land surveying and mapping.

(f)Surveyors

At least 2 surveyors with a degree in surveying, geomantic or GIS.

(g) Environmentalist.

- (i) Must possess a degree in environmental planning/land use planning or equivalent.
- (ii) Must be registered as a Lead expert registered with National Environmental Management Authority (NEMA) and hold a valid practicing license.

(h) Sociologist.

- (i) Must possess a University degree in Sociology or its equivalent.
- (ii) Minimum seven years practical experience in urban and regional planning.

6.0 OUTPUTS

Digital Topographical Mapping

To maximize the value of the maps, it is necessary that data so generated be accurate enough to accommodate all planning needs. The maps will be used for spatial planning, infrastructure development, design and maintenance programmes. It will also be used as a base for land information systems. Cadastral information/data shall be digitized to form digital parcel map for land management, rating, and development control purposes. This will ensure a one-time investment that will need only need updating in future.

Activities

The mapping will comprise but not limited to the following:

- Collection of all existing data from the various sources including the County Government of Meru, and the Ministry of Lands and Physical Planning.
- Site visits to familiarize with sites and general direction on the scope of works.
- Linking the works with the already existing survey information.
- Placing of acceptable permanent (monumented) and accurate ground control points for infrastructure planning and setting out base for controlling the imageries/photos and future surveys. Prepare and submit ground control survey data for approval by the Director of Surveys.
- Preparation of accurate digital topographical maps.
- To prepare a cadastral layer by digitizing existing cadastral information of all registered parcels of land.
- Training and transfer of technology to staff of the County Planning department.
- Carry out digital mapping to cover the areas as delineated by the client.

The consultant shall provide the following information:

- Digital map on separated layers (levels to be indicated by the client) and down loaded in two CD-ROMs for the whole mapping area in a format to be advised by the employer. The data should be in both shape files and CAD format
- Digital Terrain Model (DTM) for the whole area.
- Detail topographical Maps (hard copies) at a scale 1: 2500 on a stable film with 2meter contour intervals indicating all the details including building, roads, and footpaths i.e. manmade and physical features.
- Horizontal and vertical control data whose nature and position is fully described using photographs, and sketches.
- Adequate details to accommodate large scale maps for specific details.

Observation

- All main stations satellite image or photo points shall be coordinated in X, Y, Z by geodetic GPS observation or any other standard survey control method acceptable to the Client and capable of achieving geodetic accuracies to within 0.03meters within shortest period of time.
- All heights shall be related to Kenya national mapping datum in meters.

Base network shall be related to a minimum of three existing Survey of Kenya Triangulation stations whose UTM coordinates are known and accepted. Selection of these stations shall be agreed with the Client.

Survey methods.

The consultants will move with due care and diligence to execute the surveys. All controls must be tied to the national grid (UTM) and be in accordance with the Survey Act Cap 299, existing engineering survey guidelines, non-title survey guidelines, and other existing survey regulations in Kenya. All digital spatial data should conform to the requirements of the Kenya National Spatial Data Infrastructure Framework (Survey of Kenya).

- The firms shall use techniques, equipment and materials, which are capable of achieving the accuracies and standards specified for the final products, provide the details of proposed equipment in his technical proposal.
- The firms shall deploy permanent staff experienced in the various tasks to be performed. Trainees shall not be employed.
- All horizontal controls have accuracy better than 1:2500.
- All vertical controls shall be tied to the national benchmarks.
- The survey data of the control points to be approved by the Director of Surveys.
- The Client shall be entitled to inspect the work in progress at any time.

The Integrated Urban Development Plan

The outputs of the process should result in an integrated urban development plan that meets the following elements:

- a) A situational analysis of the current socio-economic, physical, environmental and cultural characteristics of the town and its environs.
- b) A widely accepted vision for the town's development.
- c) An approved structure plan by the County Government indicating detailed land use and zoning regulations (code), based on the newly updated digital topographical maps.
- d) Sector wide strategies including but not limited to transportation, investment/economic, settlement/housing and environmental management.
- e) An implementation plan reflecting the associated costs and responsibilities for implementation of agreed sector wise priorities with a realistic and affordable financing plan budget.

Land Use Guidelines and Environmental Profile

The process of spatial planning will entail the generation maps and urban structure plans to guide developers to areas best suited for new physical developments. It should provide planning policy for broad zoning categories aimed at separating conflicting land uses, outline density targets/zones, offer

guidelines for setbacks, and indicate areas where future development should not be allowed to protect natural systems such as rivers, forests, wetlands as well as to prevent natural or man-made disasters.

The plan should be prepared to meet the future requirements of the towns and environs and also to tackle the day to day problems of the town. The plan should be prepared along with the land use zoning regulations (code) which will facilitate easy implementation of the plan proposals. The land use zoning regulations (code) will be prescribed to facilitate easy interpretation and disposal of day today references received on land use matters. The plan should attempt to ensure an appropriate balance between spatial allocation for distribution of housing, employment, social infrastructure, commercial, circulation, physical infrastructure and public utility systems. Finally the land use plan is to be read and interpreted with land use zoning regulations (code) appended with those report.

The structure plan and land requirement should accommodate growth over 10 year period.

The strategic structure plan will at a minimum:

- Identify the location of various land uses.
- Formulate action area plans.
- Identify and propose future public utility and amenities land.
- Identify areas required for environmental and historical/cultural heritage conservation.
- Articulate a road hierarchy.
- Consider and incorporate community vision principles derived from the participatory community reference groups/meetings.

Development of planning policies and Zoning regulations

In preparing the IUD plan, the consultant is required to develop a long term plan that will entail the following details as per the provision of the Urban areas and Cities Act and the Physical Planning Act Cap 286 section 24.

- Interpreting regional development policies in terms appropriate to the local area.
- Articulating the aims of the government and local authority for the area together with strategies, policies and general proposals which are intended to achieve those aims.
- Providing a framework for detailed policies, and proposal for subsequent short term plans for the area.
- Indicating areas for immediate development or redevelopment.
- Showing amount of land sufficient to accommodate development and growth of the local area over a period of 10 years.
- Outlining the transportation and communication networks to serve the area over a period of 10 years.

Action area plans

- Prepare action area plans within the overall framework of structure plan of town indicating the extents of various land uses for such proposals for residential, educational, recreation, health, businesses, industries, markets and open spaces/recreational facilities.
- Indicate a policy framework detailing the manner in which the land in each zone is proposed to be used in the planning area.
- Develop regularization and development control strategies for approval County Assembly.

- The transportation plan indicating the broad road network in the area, including possibilities for widening and improving major roads.
- The plan should capture the interface between Meru town and the planning area.

Environmental management plan

- The consultant will prepare an environment development and management plan indicating the proposal for the improvement of the environment and its immediate region. This will include:
 - Specification of forest and green zones.
 - Protection measures for catchment areas of water resources.
 - Infrastructure development plan indicating the proposal for assured protected water supply, storm water drainage, sewage, drainage, and solid waste management system by indicating the details of location of sewage treatment works , solid waste treatment sites on a scientific basis.

Agricultural plan

- Prepare an agricultural enhancement strategy for planning area and more specifically the promotion of agricultural value addition including zoning areas for agro based industries.

Monitoring and evaluation strategy

- prepare an M & E strategy for the plan implementation

Capital investment plan:-

For sustainable rural development the planning process should formulate a capital investment plan (CIP) that reflects agreed local priorities for investment. The CIP will include estimated costs and responsibilities for implementation of agreed investments, as well as a financing plan.

Training. The consultant will train key staff from the County planning department on digital mapping. The key staff will be involved in the process from the beginning until the conclusion. It is expected that by the end of the process the planning staff will be able to take charge of the process, and monitor implementation of the plan, and, when necessary, lead the process of revising the plan.

7.0 METHODOLOGY BY THE CONSULTANT

The process will involve the collection, interpretation, arrangement, combination and presentation of information in a user friendly form.

The proposal should describe in detail the discrete activities, methods, and techniques to be used in each stage of the work, and include examples of the methods and techniques.

The consultant will include, but will not limit himself to the following points in the presentation of their method of approach:

- i) Provide an indication of how the physical presence will be established in the town throughout the duration of the study and how the essential project support services will be provided (e.g., translation, communication, local travel, local office facilities, etc.).
- ii) Provide an indication of the type of assistance that may be sought from the County Government, National Government and other stakeholders. (Provide an indication of methodologies that ensure community participation and public awareness.

All working sessions will be conducted in English or Kiswahili or a combination of both.

Duration of services

The time period required for the provision of the services is envisaged to be not more than 8 months.

Reporting requirements and Schedule

The consultant shall propose a schedule of activities and corresponding deployment of staff. This schedule, together with a comprehensive statement justifying the proposed deployment should be incorporated in the methodology section of the proposal.

A tentative schedule of deliverables is delineated below. However, in their detailed proposals the consultants should provide dates that they can meet; reasonable adjustments will be accommodated.

Reports	Target Date
Inception Report	2 weeks after contract effective date
Launch and situational analysis workshop reports (to be completed with and verified by the Client)	4 weeks after effective date
Preliminary Maps including the following: Satellite imagery/ aerial photography that is geo-referenced and rectified, in both hard and soft copy. Ground control points. Cadastral layer of the registered land parcels. An inventory of all physical and social infrastructure	10 weeks after effective date
Validation workshops report (to be completed with and verified by the Client)	14 weeks after effective date
Final maps and thematic studies	16 weeks after effective date
Draft Plan proposal including: Structure plan Action area plans Planning policies and regulations	20 weeks after effective date
Validation workshop report for the plan proposals (to be completed with and verified by the Client)	26 weeks after effective date
Coloured (hard copies and digital) for the final IUD	30 weeks after effective date
IUD Plan and Report presenting the different plans mentioned above	
Official launch of approved IUD plan	

SCHEDULE OF PAYMENTS

The schedule of payments will be

- 20% of the total sum upon the Client's receipt of an acceptable copy of inception report,
- 30% of the total sum upon the Client's receipt of the 2nd draft report, acceptable to the Client;
- 50% of the total sum upon the Client's receipt of acceptable final report in both soft and bound copies as per ToR.

**REPUBLIC OF KENYA
CONTRACT**

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.

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(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.

(i)

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.)

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

Kshs _____ upon the Client's receipt of the draft plan and report, acceptable to the Client; and

Kshs _____ upon the Client's receipt of the final plan and report, acceptable to the Client.

Kshs _____ Total

C. Payment Conditions

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty [30] days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 herebelow. 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

(ii)

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 Governing Contract and Language

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

12. Dispute Resolution

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

FOR THE CLIENT

FOR THE CONSULTANT

Full name; _____ Full name; _____

Title: _____ Title: _____

Signature; _____ Signature; _____

Date; _____ Date; _____

LIST OF APPENDICES

Appendix A: Terms of Reference and Scope of Services

Appendix B: Consultant's Personnel

Appendix C: Consultant's Reporting Obligations

SECTION VI - STANDARD FORMS

6.1 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

6.2 FORM OF TENDER

Date _____
Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (..... *(insert equipment description)* in conformity with the said tender documents for the sum of *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract , in the form prescribed by*(Procuring entity)*.

4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 2015 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

6.3 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business
 You are advised that it is a serious offence to give false information on this form

Part 1 – General:

Business Name

Location of business premises.

Plot No..... Street/Road

Postal Address Tel No. Fax E
 mail

Nature of Business

Registration Certificate No.

Maximum value of business which you can handle at any one time – Kshs.
 Name of your bankers Branch

	Part 2 (a) – Sole Proprietor																									
	Your name in full Age																									
	Nationality Country of origin																									
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- If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

6.4 TENDER SECURITY FORM

Whereas [name of the tenderer]
(hereinafter called “the tenderer”) has submitted its tender dated [date of submission
of tender] for the supply, installation and commissioning of [name and/or description
of the equipment] (hereinafter called “the Tender”)
KNOW ALL PEOPLE by these presents that WE of
having our registered office at (hereinafter called “the Bank”), are bound unto
..... [name of Procuring entity] (hereinafter called “the Procuring entity”) in the sum
of for which payment well and truly to be made to the said Procuring entity,
the Bank binds itself, its successors, and assigns by these presents. Sealed with the
Common Seal of the said Bank this _____ day of _____ 20 _____.

THE CONDITIONS of this obligation are:-

- 1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
- 2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank] _____
(Amend accordingly if provided by Insurance Company)

6.5 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between
..... [*name of Procurement entity*] of [*country of Procurement entity*] (hereinafter
called “the Procuring entity) of the one part and [*name of tenderer*] of
[*city and country of tenderer*] (hereinafter called “the tenderer”) of the other part;

WHEREAS the Procuring entity invited tenders for certain goods] and has accepted a tender by the
tenderer for the supply of those goods in the sum of [*contract price in words
and figures*] (hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer
 - (b) the Schedule of Requirements
 - (c) the Technical Specifications
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of contract; and
 - (f) the Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring entity
Signed, sealed, delivered by _____ the _____ (for the tenderer in the presence of _____

(Amend accordingly if provided by Insurance Company)

6.6 PERFORMANCE SECURITY FORM

To
[*name of Procuring entity*]

WHEREAS [*name of tenderer*] (hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No. _____ [*reference number of the contract*] dated _____ 20 _____ to supply [*description of goods*] (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of [*amount of the guarantee in words and figure*] and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [*amount of guarantee*] as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 2015 _____

Signed and seal of the Guarantors

[*name of bank or financial institution*]

[*address*]

[*date*]