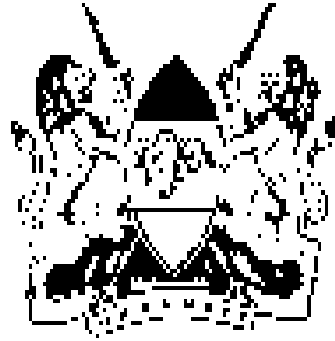


REPUBLIC OF KENYA



MERU COUNTY GOVERNMENT

**CONSULTANCY SERVICES FOR DEVELOPING AIR QUALITY
BASELINE SURVEY FOR LAARE MARKET**

TENDER NO. CCM/RFP/008/2016

DATE: 15/11/2016

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INTRODUCTION

1. This Standard Request for Proposals (SRFP) has been prepared for use by public entities in Kenya in the procurement of consultancy services and selection of consultant.
2. The SRFP includes Standard form of Contract for Large Assignments and small assignment which are for lump sum or time based payments.
3. A separate SRFP has been provided for selection of individual professional consultant.
4. The General Conditions of Contract should not be modified and instead the Special Conditions of Contract should be used to reflect the unique circumstances of the particular assignment. Similarly the information to consultant should only be clarified or amended through the Appendix to information to Consultant.
5. This SRFP document shall be used where a shortlist of consultancy firms already exist or has been obtained through a shortlist after an advertisement of Expression of Interest for Consultancy required.

SECTION I - LETTER OF INVITATION

TO: *(Name and Address of Consultant)*

Date _____

Dear Sir/Madam,

RE: CONSULTANCY SERVICES FOR DEVELOPING AIR QUALITY BASELINE SURVEY FOR LAARE MARKET

1.1 The County Government of Meru invites qualified firms for **developing air quality baseline survey** The request for proposals (RFP) includes the following documents:

- Section I - Letter of invitation
- Section II - Information to consultant

- Section III - Terms of Reference
- Section IV - Technical proposals
- Section V - Financial proposal
- Section VI - Standard Contract Form

1.2 The completed technical and financial proposals must be submitted in the tender box at County Headquarters entrance addressed to:

**County Secretary,
P.O Box 120-60200
Meru**

So as to be received on or beforeat

Late submission will not be accepted.

Yours sincerely

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

SECTION II – INFORMATION TO FIRMS (ITF)

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2.1 Introduction

- 2.1.1 The Client named the Appendix to “ITF” will select a firm, from among the , firms invited to submit a proposal, in accordance with the method of selection detailed in this document.
- 2.1.2 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.
- 2.1.3 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.
- 2.1.4 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.5 The tender document shall be obtained freely from the County Government of Meru website
- 2.1.6 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.
- 2.1.7 The firms with the technical bids scoring **seventy percent (70%)** and above shall have their financial bids evaluated.

2.2 Clarification and Amendment of RFP Documents

- 2.2.1 , firms 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 “ITF”. 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 firms who intend to submit proposals.
- 2.2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited consultant 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 invited firms proposals shall be written in **English language**.

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

2.3.3 While preparing the Technical Proposal, consultant 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. Consultant shall not associate with the other consultant 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 as per terms of reference.

- (i) A description of the work plan for performing the assignment.
- (ii) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (iii) 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 one (1) year.

(iv) Any additional information requested in advertisement

a) Certificate of incorporation

b) Pin Certificate

c) Tax Compliance certificate

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, consultant are expected to take into account the requirements and conditions outlined in the RFP documents. The consultant are supposed to prepare bills of quantities and cost as per the design.

2.4.2 Consultant shall express the price of their services in Kenya Shillings.

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

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

2.5 Submission, Receipt, and Opening of Proposals

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

2.5.2 For each proposal, the consultant 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 "**TECHNICALPROPOSAL,**" and the original and all

copies of the Financial Proposal in a sealed envelope clearly marked **“FINANCIAL PROPOSAL”** and warning: **“DO NOT OPEN WITH THE TECHNICAL PROPOSAL”**. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix “ITC” and be clearly marked, **“DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.”**

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

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

2.6 Proposal Evaluation General

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

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

2.7 Evaluation of Technical Proposal

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

	Points
(i) Specific experience of the consultant Related to the assignment, firms tax compliance,	10
(ii) Qualifications and competence of the key staff for the assignment, equipment’s and tool	40
	Total Points 50

Each responsive proposal will be given a technical score, (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 “ITF”.

2.8 Public Opening and Evaluation of Financial Proposal

- 2.8.1 After Technical Proposal evaluation, the Client shall notify those consultant 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 consultant 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 consultant 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 consultant’ representatives who choose to attend. The name of the consultant, the technical. Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
- 2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.
- 2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix “ITC”, be as follows:-
($Sf = 100 \times \frac{F^M}{F}$) where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (*St*) and financial (*Sf*) scores using the weights (*T*=the weight given to the Technical Proposal: *P*= the weight

given to the Financial Proposal; $T + p = 1$) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows: $S = St \times T\% + SfxP\%$. 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 “ITF”. 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 client 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 consultant on the shortlist that they were unsuccessful and return the Financial Proposals of those consultant 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 "ITF".

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.

2.11 Confidentiality

2.11.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the, firms 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 client requires that the, firms 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 client will reject a proposal for award if it determines that the, firm recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.12.3 Further , firm which is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to information to firms

Note on the Appendix to Information to Consultant

Appendix to Information to Consultant

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

Clause Reference

2.1.1 The name of the Client is: **County Government of Meru**

2.1.1 The method of selection is: **Quality and cost based**

2.1.2 Technical and Financial Proposals are requested: **Yes**

Developing air quality baseline survey for LAARE Market as Per the Terms of Reference (Section 5)

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

The County Secretary
County Government of Meru
P.O Box 120-60200
Meru
merucounty@county.go.ke

2.7.1 The minimum technical score required to pass is 70%.

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

The weights given to the Technical and Financial Proposals are:
T=___0.8
P=___0.2

2.10.2 The assignment is expected to commence immediately after award.

(Amend as necessary)

SECTION III: - TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

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

SECTION III - TECHNICAL PROPOSAL

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4. Detailed designs and work plans for performing the assignment	
5. Team composition.	
6. Format of curriculum vitae (CV) for proposed Professional staff.	
7. Activity (work schedule)	

1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____ Date]

To: The county secretary
County Government of Meru
P.O Box 120-60200
Meru
Merucounty@County.Go.Ke

We, the undersigned, offer to provide the contracting services for **Developing air quality baseline survey for LAARE Market** 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 previously 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 Consultant. If any:	No of Months of Professional Staff provided by Associated Consultant:
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; _____

(May be amended as necessary)

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

On the Terms of Reference:

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position

2. Support Staff

Name	Position

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

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Certification:

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

_____ Date: _____
[Signature of staff member]

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

Full name of staff member: _____

Full name of authorized representative: _____

8. ACTIVITY (WORK) SCHEDULE

(a). Field Activities

[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)													

SECTION IV: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

- 4.1 The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc as may be applicable. The costs should be broken down to be clearly understood by the procuring entity.
- 4.2 The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.
- 4.3 The proposal should be prepared as per article 2.4.1

SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS

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1. FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: The county secretary
County Government of Meru
P.O Box 120-60200
Meru
Merucounty@county.go.ke

Ladies/Gentlemen:

We, the undersigned, offer for _____ [Title of contracting 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 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. SUMMARY OF COSTS

Costs(inclusive of taxes)	Currency	Amount
1. Developing air quality baseline survey for LAARE MARKET	KSH.	
Total Amount of Financial Proposal		

SECTION V: - TERMS OF REFERENCE

1.0 Terms of Reference are the initial statement to the consultant of the services to be performed and should therefore be clear and precise and should contain the following sections:

- (a) Background,
- (b) Objectives of the assignment,
- (c) Scope of the Services,
- (d) Training (where appropriate),
- (e) Data Services, Personnel and Facilities to be provided by the Client, and
- (g) Terms of Payment.

2.0 Background

The quality of air Kenyans breathe is deteriorating at an alarming rate, especially in urban areas due to heavy pollution. The time for robust action to address the situation is now. Air pollution is taking a huge, albeit silent toll on Kenyans in terms of the growing number of serious illnesses and even deaths linked to the menace.

Ambient air quality refers to the quality of outdoor air in our surrounding environment. It is typically measured near ground level, away from direct sources of pollution.

Outdoor air pollution is a major environmental health problem affecting everyone in developed and developing countries alike.

More than 14,300 Kenyans die every year from health conditions which can be traced back to air pollution. Most sources of outdoor air pollution are well beyond the control of individuals and demand action by governments. Policymakers on sectors such as transport, energy waste management, buildings and agriculture also have a role to play in enhancing air quality.

3.0 Objective

Objectives of the Assignment

The main purpose of the baseline survey is to identify the pollutants in the major markets as well as their concentration levels in the atmosphere. This information will then be used to advise future policy matters as well as regulations.

3.1 Specific TORs

- To identify major atmospheric pollutants in LAARE markets in Meru County
- To establish the concentration levels of the major pollutants
- Analyze and report the findings
- Initiate sensitization efforts on air quality measures.

- Provide for Public Participation forums in consultation with the client
- Provide a schedule of activities indicating completion dates of assignment

4.0 Methodology and Scope of works

Step 1: Existing situation

- General observation of pollution
- Complaints
- Public pressure

Step 2: Make initial assessment

- Background information
- Preliminary field survey

Step 3: Analyse findings

Parameter	Methodology
Sulphur Dioxide	Pararosaniline method
Nitrogen Dioxide	Modified Griess Saltzman method
Total Suspended Particulate Matter	Filtration technique
Total Volatile Organic Compounds	Gas Chromatography
BTEX	Gas Chromatography
Lead	Atomic Absorption Spectrophotometry
Carbon monoxide	Silica Ammonium Molybdate method/portable gas analyzer
Carbon dioxide	Titrimetry/Portable gas analyzer
Other found in preliminary field survey	

Step 4: Identify objectives

- Expand and update background information
- Evaluate resources available (funds, personnel, equipment)

Step 5: Select monitoring approach

- Pollutants to be monitored
- Number and types of instruments
- General types of instruments
- Expected uses of data
- Plans for quality assurance and up-grading of monitoring network

Step 6: design network

- Determine number and distribution of stations
- Support operations
- Quality assurance
- Data handling procedures
- Collaboration with relevant agencies

Step 7: implement programme

- Acquire necessary permits to sites and required personnel
- Acquire instruments
- Initiate the monitoring process.

Step 8: Analyze the data collected and report on findings

Deliverables

The consultant is expected to produce the following deliverables:

- Report on preliminary field survey
- Report on pollutants to be measured
- Final report on air quality findings in the major markets.
- Give recommendations based on the final findings
- Give a framework for monitoring air pollution in the market

5.0 Data Services, Personnel and Facilities to be provided by the Client

- Guide during public participation where public participation will be needed
- An interpreter where needed
- Contacts for the sub county officers and other county staff that they needed to guide the process
- The client will avail all the relevant documents and information needed by the consultants in regards to this consultancy.
- The consultant and client will hold consultative meetings at every stage and when need arises during the consultancy period.
-



SECTION VI:

STANDARD FORMS OF CONTRACT

SAMPLE CONTRACT FOR CONSULTING SERVICES

Small Assignments

Lump-sum payments

**SAMPLE CONTRACT FOR CONSULTING SERVICES
SMALL ASSIGNMENTS
LUMP-SUM PAYMENTS**

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.
 - (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 report, acceptable to the Client; and

Kshs _____ upon the Client's receipt of the final 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.

(iii)

FOR THE CLIENT

FOR THE CONSULTANT

Full name; _____ Full name; _____

Title: _____ Title: _____

Signature; _____ Signature; _____

Date; _____ Date; _____

(iv)

LIST OF APPENDICES

Appendix A: Terms of Reference and Scope of Services

Appendix B: Consultant's Personnel

The personnel whose CVs have been provided shall be available during project implementation

Appendix C: Consultant's reporting Obligations

- a) Inception report to be provided one week after contract signing
- b) Field report to be provided two weeks after contract signing
- c) Final report to guide on policy framework on air quality status to be provided after three weeks upon signing of agreement

(v)

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

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical
address.....Fax No.....Tel. No.....Email, hereby request the Public
Procurement Administrative Review Board to review the whole/part of the above mentioned
decision on the following grounds , namely:-

- 1.
- 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
- 2.
- etc

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of
.....20.....

SIGNED
Board Secretary