COUNTY GOVERNMENT OF MERU

TENDER NO: CGM/RFP/008/2018-2019

FOR


CLOSING DATE: 19TH FEBRUARY 2019 AT 10.00A.M
Invitation for Tenders (IFT)
TENDER. No. CGM/RFP/008/2018-2019
For


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 19th FEBRUARY 2019 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)
# TABLE OF CONTENTS

## SECTION II: - INFORMATION TO CONSULTANTS (ITC) ........................................5

2.1 Introduction .............................................................................................................. 5
2.2 Clarification and Amendment of RFP Documents .................................................. 6
2.4 Preparation of Financial Proposal .......................................................................... 7
2.5 Submission, Receipt, and Opening of Proposals .................................................... 8
2.7 Evaluation of Technical Proposal ........................................................................... 9
2.8 Public Opening and Evaluation of Financial Proposal ............................................ 12
2.9 Negotiations ............................................................................................................ 13
2.10 Award of Contract ............................................................................................... 14
2.11 Confidentiality ....................................................................................................... 14
2.12 Corrupt or fraudulent practices ............................................................................. 14
2.12 Appendix to Information to Consultants ............................................................... 16

Clause Reference ....................................................................................................... 16

## SECTION III: - TECHNICAL PROPOSAL ......................................................... 18

3.1. TECHNICAL PROPOSAL SUBMISSION FORM ........................................ 18
3.2. FIRM’S REFERENCES ....................................................................................... 19
3.3. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT ............. 20
3.5. TEAM COMPOSITION AND TASK ASSIGNMENTS .................................... 22
3.5.1 Technical/Managerial Staff ............................................................................ 22
3.5.2 Support Staff .................................................................................................... 23
3.7. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF ............ 24
3.8 TIME SCHEDULE FOR PROFESSIONAL PERSONNEL .............................. 27
3.9 ACTIVITY (WORK) SCHEDULE ........................................................................ 28

## SECTION IV: - FINANCIAL PROPOSAL ............................................................ 30

4.1. FINANCIAL PROPOSAL SUBMISSION FORM ........................................ 30
4.2. SUMMARY OF COSTS ...................................................................................... 31
4.3. BREAKDOWN OF PRICE PER ACTIVITY ..................................................... 32
4.4: BREAKDOWN OF REMUNERATION PER ACTIVITY .................................... 33
4.5. REIMBURSABLES PER ACTIVITY .................................................................... 34
4.6. MISCELLANEOUS EXPENSES ....................................................................... 35

## SECTION V: - TERMS OF REFERENCE ............................................................... 36

5.1 Background Information ..................................................................................... 36
5.2. Objectives .......................................................................................................... 36
5.3 Scope of the Assignment ...................................................................................... 36
5.4 Deliverables ......................................................................................................... 36
5.5 Time Span ................................................................. Error! Bookmark not defined.
5.6. Institutional Arrangements........................................ Error! Bookmark not defined.
5.7. Expertise.................................................................. Error! Bookmark not defined.
5.8. Qualification requirement of the consultant/firm .......... Error! Bookmark not defined.
5.9. Schedule of Payments .............................................. Error! Bookmark not defined.

SECTION VI - STANDARD FORMS ......................................................47
6.1 LETTER OF NOTIFICATION OF AWARD .................................................47
6.2 FORM OF TENDER..............................................................................48
6.3 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM .........................49
6.4 TENDER SECURITY FORM .................................................................51
6.5 CONTRACT FORM .............................................................................52
6.6 PERFORMANCE SECURITY FORM ....................................................53
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 changed 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

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(i) Mandatory requirements
   (a) Valid registration/Incorporation certificate
   (b) Valid KRA tax compliance certificate
   (c) Pin/VAT certificate
   (d) Copy of certificate of incorporation
   (e) Single Business permit
   (f) CR12
   (g) Duly filled, signed and stamped confidential business questionnaire
   (h) All pages must be serialized
   (i) Bank statements and audited accounts for the last 3 years

ii). Technical Evaluation Criteria
**TECHNICAL EVALUATION CRITERIA**
Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:

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<th>Points</th>
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i). Specific experience of the Consultants relevant to the assignment: (**10**)  
Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:

| a) Technical approach and methodology | [10 points] |
| b) Work plan | [5 points] |
| c) Organization and staffing | (5 points) |

**Total points for criterion (i): [30 points]**

ii). Key professional staff qualifications and competence for the assignment:

a) **Team Leader – Project Director** [20 points]  
Advanced Degree in Urban and Regional Planning or equivalent  
Be registered with a relevant professional body such as the Physical Planners Registration Board.
At least ten (10) years relevant professional experience in urban planning

b) **Project Planner/Urban Specialist** [15 points]
Degree in urban and Regional Planning or equivalent field; and registered by
Physical Planners Registration Board
At least seven (7) years professional experience in participatory urban planning
and management, including policies, systems and implementation of the same

**Project Surveyor** (15 points)
A Licensed and Practicing Land Surveyor; licensed with relevant Registration Board
A degree in Land Surveying and photogrammetry with at least Ten(10) years
relevant experience in digital mapping and GIS and Land Information System,
Must be a member of a relevant professional body
d) **Digital Mapping Specialist** (5 points)
A degree in Land Surveying and photogrammetry equivalent field with at least
seven (7) years relevant experience in digital mapping, GIS and Land Information
System,

f) **Environmental Specialist** [5 points]
Must possess advanced University Degree in Environment Planning or equivalent
Minimum 7 year’s practical experience in an urban field and be registered by a
recognized environmental authority.
g) **Social Development/Community Planning Specialist** [5 points]
Must possess advanced University Degree in Sociology or community participatory
planning or equivalent. Minimum 7 years practical experience in an urban planning
field.

Total points for criterion (ii): **[65 points]**
The number of points to be assigned to each of the above positions or disciplines
shall be determined considering the following three sub criteria and relevant
percentage weights:

ii). Experience in region

Total points for criterion (ii): **(5 points)**

1) **General qualifications** [30 points]
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: \( S_f = 100 \times \frac{F_m}{F} \) where \( S_f \) is the financial score; \( F_m \) 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 \( (S_t) \) and financial \( (S_f) \) 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, physical planning, urban planning, housing, and Public works**

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 19th February 2019 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.

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<thead>
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<th>Assignment Name:</th>
<th>Country</th>
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<tr>
<td>Location within Country:</td>
<td>Professional Staff provided by Your Firm/Entity(profiles):</td>
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<td>Name of Client:</td>
<td>Clients contact person for the assignment.</td>
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<td>Start Date (Month/Year):</td>
<td>Completion Date (Month/Year):</td>
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<td>Approx. Value of Services (Kshs)</td>
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<td>Name of Associated Consultants. If any:</td>
<td>No of Months of Professional Staff provided by Associated Consultants:</td>
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<td>Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:</td>
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<td>Narrative Description of project:</td>
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<td>Description of Actual Services Provided by Your Staff:</td>
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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

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### 3.5.2 Support Staff

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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

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Reports Due/Activities</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
<th>9</th>
<th>10</th>
<th>11</th>
<th>12</th>
<th>Number of months</th>
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</tbody>
</table>

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])

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>9th</th>
<th>10th</th>
<th>11th</th>
<th>12th</th>
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<tbody>
<tr>
<td>Activity (Work)</td>
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</tbody>
</table>
(b). Completion and Submission of Reports

<table>
<thead>
<tr>
<th>Reports</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Inception Report</td>
<td></td>
</tr>
<tr>
<td>4. Interim Progress Report</td>
<td></td>
</tr>
<tr>
<td>(a) First Status Report</td>
<td></td>
</tr>
<tr>
<td>(b) Second Status Report</td>
<td></td>
</tr>
<tr>
<td>3. Draft Report</td>
<td></td>
</tr>
<tr>
<td>4. Final Report</td>
<td></td>
</tr>
</tbody>
</table>
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

<table>
<thead>
<tr>
<th>Costs</th>
<th>Currency(ies)</th>
<th>Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Taxes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Amount of Financial Proposal</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## 4.3. BREAKDOWN OF PRICE PER ACTIVITY

<table>
<thead>
<tr>
<th>Activity NO.: ______________________</th>
<th>Description: ____________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price Component</td>
<td>Amount(s)</td>
</tr>
<tr>
<td>Remuneration</td>
<td></td>
</tr>
<tr>
<td>Reimbursables</td>
<td></td>
</tr>
<tr>
<td>Miscellaneous Expenses</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>________________________________</td>
</tr>
</tbody>
</table>
### 4.4: BREAKDOWN OF REMUNERATION PER ACTIVITY

<table>
<thead>
<tr>
<th>Names</th>
<th>Position</th>
<th>Input (Staff months, days or hours as appropriate.)</th>
<th>Remuneration Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regular staff</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(i)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(ii)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consultants</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grand Total</td>
<td></td>
<td></td>
<td></td>
<td>_______</td>
</tr>
</tbody>
</table>
### 4.5. REIMBURSABLES PER ACTIVITY

Activity No: ________________________________  Name:______________________

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Air travel</td>
<td>Trip</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Road travel</td>
<td>Kms</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Rail travel</td>
<td>Kms</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Subsistence Allowance</td>
<td>Day</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Grand Total</td>
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<td>____________</td>
</tr>
</tbody>
</table>
### 4.6. MISCELLANEOUS EXPENSES

Activity No. ______________________________ Activity Name: ____________________________

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Communication costs___ __________________________ (telephone, telegram, telex)</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Drafting, reproduction of reports</td>
<td></td>
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<tr>
<td></td>
<td>Equipment: computers etc.</td>
<td></td>
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<tr>
<td>3.</td>
<td>Software</td>
<td></td>
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</tr>
<tr>
<td>4.</td>
<td>Grand Total</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

Grand Total
SECTION V: - TERMS OF REFERENCE

TERMS OF REFERENCE PROVISION OF CONSULTANCY SERVICES FOR DIGITAL TOPOGRAPHICAL MAPPING AND PREPARATION OF A 20 YEARS (2019-2039) INTEGRATED STRATEGIC URBAN DEVELOPMENT PLAN (ISUDP) FOR MIKINDURI TOWNSHIP AND ITS ENVIRONS

<table>
<thead>
<tr>
<th>Title</th>
<th>Digital topographical mapping and preparation of a 20 years (2019-2039) ISUDP for Mikinduri Township and its environs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location</td>
<td>Mikinduri Town, Meru County</td>
</tr>
<tr>
<td>Duration</td>
<td>12 working months from March 2019 to March 2020</td>
</tr>
<tr>
<td>Inputs</td>
<td>Planning Consulting firm/12 working months</td>
</tr>
</tbody>
</table>

A. INTRODUCTION

This is a medium term Integrated Strategic Urban Development Plan which will cover a period of 20 years from 2019 to 2039. The plan will cover an area of approximately 84 kilometres square involving three Sub counties (i.e. Tigania East, Tigania West and Tigania Central) and several wards. Within the planning area there are also a number of urban areas (Market centres) which include Mikunduri the Sub County headquarters, kiguchwa, Akamia, Kiono, Kiolo, Irindiro, Mucimukuru, Kunati, Kaathi, Mlango, Gikurune, Mulika, Kangaene, Ngage, etc.

B. OBJECTIVE OF THE ASSIGNMENT

To prepare an ISUDP for Mikinduri Town and its environs for a period of 20 years as provided for in the Physical Planning Act, Cap 286, and Urban Areas and Cities Act, 2011. These are an Up-to-date digital maps and cadastral layers, Integrated Strategic Urban Development (ISUD) Plans for Mikinduri and Capital Investment Plan (CIP) for Mikinduri town

C. SPECIFIC OBJECTIVES

The specific objectives of the assignment are:

- To define a vision for the long-term development of the town with emphasis on the most critical development needs of the areas over the next 20 years.
- To assess the existing level of development in the town, including communities' access to the basic services and determining any affirmative actions or measures to address the development challenges.
- To conduct participatory planning exercises involving all the stakeholders within the town and its surroundings to identify citizen's development priorities such as economic development and community needs and its determination on the affirmative action in relation to the marginalized groups access to services;
- To determine development strategies that are aligned with any national or county sectoral plans and planning requirements binding the town.
- To produce a spatial development framework which shall include the provision of basic guidelines for land use management system for the town.
- To come up with applicable disaster management plan, a regulated town agricultural plan.
• To produce accurate up-to-date digital topographic and cadastral layers maps in a Geographical Information System platform.
• To prepare short, medium term plans to guide urban development, including action area plans, subject plans, advisory or zoning plans and regulations and other reference materials.
• To prepare strategic structure plans, showing current and proposed land use and infrastructure (such as transport, water, drainage, power, etc.), housing settlements and environmental assets (10–20 years)
• To prepare a monitoring and evaluation strategy to assist the planning department in reviewing and updating the plan in line with the ever-changing trends of the town
• To develop a GIS-based integrated urban development plans for the town

D. SCOPE OF ASSIGNMENT
➢ Undertake pre-planning, planning needs assessment, issue notice of intention to plan
➢ Delineate/delimit the boundary of the planning area
➢ Stakeholder’s mobilization and sensitization— in collaboration with the client, the consultant shall mobilize stakeholders through various stakeholders workshops
➢ Objective setting and visioning
➢ Undertake situational analysis (data collection, analysis and interpretation) on the following geography of the area, demographic dynamics, the economy, human settlements, services and infrastructure, transportation, environment and disaster, governance and institutions
➢ Formulate the plan proposal/strategy formulation—land use plan, land use guidelines, strategic options (strategies for transport, local economic development, housing, environment and conservation, investment, subject area detailed development plans CBD improvement plan), implementation, institutional framework, implementation plan, and monitoring and evaluation strategy, draft ISUDP etc.
➢ Package, present and publish the draft plan
➢ Submit required copies to the County Director of Physical Planning

The ISUDP should also provide a formal mechanism for inter-agency coordination and addressing the concerns raised by affected groups

E. METHOD

It is critical that the assignment is undertaken in close cooperation with the County Director of Physical Planning and Urban Development. It is anticipated that the assignment will involve, but not limited surveying, planning and participatory methods:-

Survey methods.
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 (monumental) 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.
➢ Profiling of all parcel of land surveyed

To maximize the value of the survey, 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.

**Planning method will involve:**

➢ scoping, needs assessment, reconnaissance, determine data needs, preparation of data collection instruments, issue notice of intention to plan and mapping and identification of stakeholders
➢ setting of objectives and visioning with the stakeholders
➢ collecting, analysis and interpreting data
➢ A situational analysis of the current socio-economic, physical, environmental and cultural characteristics of the town and its environs.
➢ Develop alternative development models
➢ Formulate development strategies including but not limited to transportation, investment/economic, settlement/housing and land use guidelines and environmental
➢ Prepare draft first draft plan
➢ Presentation of draft plan to stakeholders and incorporation of their input/views/comments
➢ Prepare final draft plan
➢ Publish the find draft plan
➢ Submit the final draft plan

**Stakeholder Engagements**

➢ Hold consultative meetings with various stakeholders
➢ Engage the local stakeholders in Mikindurii and consider their input into the Collect and/or review any relevant data.
➢ Consult with various stakeholders in the process of the plan preparation

**F. OUTPUTS/DELIVERABLES**

The consultants will be expected to deliver:

- Inception report
- Vision report
- Situational analysis report
• Geo data base
• 1st draft ISUDP
• Final Draft ISUDP

<table>
<thead>
<tr>
<th>Reports</th>
<th>Target Date</th>
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<tbody>
<tr>
<td>• Inception Report</td>
<td>4 weeks from commencement</td>
</tr>
<tr>
<td>• Vision report</td>
<td>6 weeks</td>
</tr>
<tr>
<td>• Situational analysis report</td>
<td>30 weeks</td>
</tr>
<tr>
<td>• 1st Draft ISUDP</td>
<td>40 weeks</td>
</tr>
<tr>
<td>• Final Draft ISUDP (3 soft and 10 hard copies)</td>
<td>45 weeks</td>
</tr>
<tr>
<td>• Submit 3 soft copies and 10 hard copies of the final ISUDP</td>
<td>52 weeks</td>
</tr>
</tbody>
</table>

G. INPUTS / HUMAN RESOURCES REQUIREMENTS

The **consulting firm (s) or consortium should meet the following criteria:-**

- Have 10 year experience covering planning and survey works
- Should be registered by a recognized Physical Planners Registration Board,
- Extensive experience in stakeholder engagement
- Experience of previous assignments of a similar nature
- The firm/consortium to have requisite professionals with the desired competencies
- Previous experience in working with county governments

The **lead consultant/team leader** should possess the following:-15

- Lead consultant to have Masters in Urban and Regional Planning
- Lead consultant to have at least 10 years' professional experience
- Be registered by a recognized Physical Planners Registration Board,
- Hold a valid practicing license
- Be in good standing with relevant professional associations
- Experience in research, policy development, management, and programming-relate works
- Must be result oriented and be able to achieve agreed goals
- Ability to collaborate and exhibit high levels of enthusiasm, tact, diplomacy and integrity

**Project Planner/Urban Specialist**
• Degree in urban and Regional Planning or equivalent field
• Registered by Physical Planners Registration Board
• At least seven (7) years professional experience in participatory urban planning and management, including policies, systems and implementation of the same.

**Digital Mapping Specialist/GIS expert**

• At a diploma in GIS or equivalent with at least 7 years relevant experience in digital mapping,
• GIS, and land information system

**Sociologist/Social Development/Community Planning Specialist**

• Must possess a University Degree in Sociology or community participatory planning or equivalent.
• Minimum 7 years practical experience in an urban planning field.

**Project Surveyor**

• A licensed and practicing land surveyor with the Institute of Surveyors of Kenya
• A degree in land surveying and photogrammetry with at least 10 years’ relevant in experience
• Must be registered by a relevant professional body

**Environmentalist**

• Must possess advanced University Degree in Environment Planning or equivalent Minimum 7 years practical experience in an urban field and
• Be registered by a recognized Environmental Authority.

**H. TIME FRAME**

The total duration will be 12 working months from commencement to finalisation

**I. MANAGEMENT OF THE CONTRACT**

The contract will be signed between the consultant and County Government of Meru. The consultants will report to the Contract Manager. Payment for the assignment will be done by the County Government of Meru through a schedule as outlined below.

**J. SCHEDULE OF PAYMENTS**

Payments will be based on receipts of clearly defined deliverables:

• 20% on submission and clearance of a brief inception note
• 30% after delivery of situational analysis report
• 40% on delivery of draft ISUDP and report
• 10% on submission and clearance of the final draft ISUDP
K. INSTRUCTIONS FOR SUBMISSION
Tender documents to be submitted to Meru County Director of Procurement P.O Box 120-60200 in a sealed Envelope by the close of 27th February 2019.

L. FURTHER INFORMATION
Name of main contact: Joseph Nchani Chief Officer, Physical Planning and Urban Development
Address: P.O Box 120-60120 Meru
Email: nchanij@gmail.com
Telephone/Mobile: 0713516518
This Agreement, [hereinafter called “the Contract”) is entered into this [Insert starting date of assignment], by and between [Insert Client’s name] of [or whose registered office is situated at] [insert Client’s address] (hereinafter called “the Client”) of the one part AND [Insert Consultant’s name] of [or whose registered office is situated at] [insert Consultant’s address] (hereinafter called “the Consultant”) of the other part.

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

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services  
   (i) The Consultant shall perform the Services specified in Appendix A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract.

   (ii) The Consultant shall provide the personnel listed in Appendix B, “Consultant’s Personnel,” to perform the Services.

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

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

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

B. Schedule of Payments

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

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

Full name: __________________________ Full name: __________________________

Title: ______________________________ Title: ______________________________

Signature: __________________________ Signature: ________________________

Date: ______________________________ Date: __________________________

FOR THE CONSULTANT
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 abid 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
………………………………………………………………

<table>
<thead>
<tr>
<th>Part 2 (a) – Sole Proprietor</th>
<th>Part 2 (b) Partnership</th>
</tr>
</thead>
<tbody>
<tr>
<td>Your name in full …………………….. Age</td>
<td></td>
</tr>
<tr>
<td>........................................</td>
<td>........................................</td>
</tr>
<tr>
<td>Nationality …………………….. Country of origin</td>
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<tr>
<td>........................................</td>
<td>........................................</td>
</tr>
<tr>
<td>• Citizenship details</td>
<td></td>
</tr>
<tr>
<td>........................................</td>
<td>........................................</td>
</tr>
</tbody>
</table>

| Part 2 (c) – Registered Company |
Private or Public

State the nominal and issued capital of company:
- Nominal Kshs. ........................................
- Issued   Kshs. ....................................

Given details of all directors as follows

<table>
<thead>
<tr>
<th>Name</th>
<th>Nationality</th>
<th>Citizenship Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shares</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>.................................................................</td>
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<tr>
<td>2.</td>
<td>.................................................................</td>
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<td>3.</td>
<td>.................................................................</td>
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<tr>
<td>4.</td>
<td>.................................................................</td>
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<tr>
<td>5.</td>
<td>.................................................................</td>
<td></td>
</tr>
</tbody>
</table>

Date ........................................ Signature of Candidate

- If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.
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]