REPUBLIC OF KENYA

MERU COUNTY GOVERNMENT

DESIGN AND CONSTRUCTION OF MAUA RECREATION PARK
PHASE 1

TENDERNO.MCG/RFP/003/2014-2015

APRIL 2015
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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 contractors.

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 contractors.

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 contractors should only be clarified or amended through the Appendix to information to Contractors.

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 Contractors) Date ________________

Dear Sir/Madam,

RE: DESIGN AND CONSTRUCTION OF MAUA RECREATION PARK
PHASE 1

1.1 The Meru County Government invites qualified firms to design and construct maua recreation park phase 1.

1.2 The request for proposals (RFP) includes the following documents:
Section I - Letter of invitation
Section II - Information to contractors
Appendix to Contractors information
Section III - Terms of Reference
Section IV - Technical proposals
Section V - Financial proposal
Section VI - Standard Contract Form

1.3 Upon receipt, please inform us
(a) that you have received the letter of invitation
(b) whether or not you will submit a proposal for the assignment

1.4 The completed technical and financial proposals must be submitted in the tender box of the at Municipal building at the entrance or be addressed to: County Secretary, P.O Box 120-60200 Meru so as to be received on or before 02/4/2015 at 10.00 am. 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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2.9 Negotiations

2.10 Award of Contract

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2.12 Corrupt or fraudulent practices
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 Meru county Government 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 contractors 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, contractors 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 contractor(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Contractors shall not associate with the other contractors 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 methodology and 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.
CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.

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

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

2.4.3 Commissions and gratuities, if any, paid or to be paid by contractors 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 contractor 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 contractors 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 contractors 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 contractor 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 contractor 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 contractor’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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<th>Criteria</th>
<th>Points</th>
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<td>(i) Specific experience of the contractor related to the assignment</td>
<td>10</td>
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<tr>
<td>(ii) Adequacy of the design in responding to the terms Of reference</td>
<td>50</td>
</tr>
<tr>
<td>(iii) Qualifications and competence of the key staff for the assignment</td>
<td>40</td>
</tr>
</tbody>
</table>
Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Appendix “ITF”.

2.8 Public Opening and Evaluation of Financial Proposal

2.8.1 After Technical Proposal evaluation, the Client shall notify those contractors 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 contractors 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 contractors 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 contractors’ representatives who choose to attend. The name of the contractor, 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 contractor 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 Contractor 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 \( T = \text{the weight given to the Technical Proposal}; \ P = \text{the weight given to the Financial Proposal}; \ T + P = 1 \) indicated in the Appendix. The combined technical and financial score, \( S \), is calculated as follows: 
\[ S = S_t \times T\% + S_f \times P\% . \]

The firm achieving the highest combined technical and financial score will be invited for negotiations.

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

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

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

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

2.9 Negotiations

2.9.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in the Appendix “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 contractors on the shortlist that they were unsuccessful and return the Financial Proposals of those contractors 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.

2.10.6 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 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, a 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 Contractors

Appendix to Information to Contractors

The following information for procurement of consultancy services and selection of Contractors shall complement or amend the provisions of the information to Contractors, wherever there is a conflict between the provisions of the information and to contractors 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: Meru County Government

2.1.1 The method of selection is: Quality and cost based

2.1.2 Technical and Financial Proposals are requested: Yes

Design and construction of Maua Recreation Park phase 1

As per the terms of reference (section 5)

2.1.3 A pre-proposal conference will be held on 24/03/2015 at Maua Town Administrator’s office, formerly Maua Municipal council offices.
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  
merucounty@county.go.ke

2.1.4 The Client will provide the following inputs:  
**layout of Maua Recreation Park.**

2.3.3 (iv) The minimum required experience of  
1. Landscape Architect  
2. Road construction supervisor  
3. Surveyor  
4. Structural works construction supervisor.

All the above must have a minimum experience of 5 years experience in the same field.

_______________________________________________________________

2.5.2 Contractors must submit original and 2 additional copies of each proposal.

_______________________________________________________________

2.5.3 The proposal submission address is:  
The County Secretary  
Meru County Government  
P.O Box 120-60200  
Meru  
merucounty@county.go.ke

2.5.4 Proposals must be submitted no later than the following date and time: 02/04/2015 at 10.00 am.

2.6.1 The address to send information to the Client is:  
The County Secretary  
Meru County Government  
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:
\[ T = \quad 0.8 \]
\[ P = \quad 0.2 \]

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 contractor is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the contractors own risk and may result in rejection of the contractor’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 contractors or the Special Conditions of contract.
**SECTION III - TECHNICAL PROPOSAL**

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<tbody>
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<td>Technical proposal submission form</td>
</tr>
<tr>
<td>2</td>
<td>Firms references</td>
</tr>
<tr>
<td>3</td>
<td>Comments and suggestions of contractors on the Terms of reference and on data, services and Facilities to be provided by the procuring entity</td>
</tr>
<tr>
<td>4</td>
<td>Detailed designs and work plans for performing the assignment</td>
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<tr>
<td>5</td>
<td>Team composition.</td>
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<tr>
<td>6</td>
<td>Format of curriculum vitae (CV) for proposed Professional staff.</td>
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<tr>
<td>7</td>
<td>Activity (work schedule)</td>
</tr>
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</table>
1. **TECHNICAL PROPOSAL SUBMISSION FORM**

   [______________ Date]

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

   We, the undersigned, offer to provide the contracting services for ________________________________ [Title of contracting 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:]
## 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.

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

Firm’s Name: ________________________________

Name and title of signatory: ____________________
3. **Comments and Suggestions of Contractors on the Terms of Reference and on Data, Services and Facilities to be Provided by the Client.**

On the Terms of Reference:

1) Drives way  
Design and construction of cabro standard 6m wide road capable of withstanding double axle load and provide for parking lots for.... cars.

2) Walkways  
Design and construction of 1km walkway and park furniture for 200 visitors

4) Fencing  
Design and construction of a composite fencing system comprising of four course masonry stones and metal grills

5) Design and planting of ornamental trees for the entire park

6) Design and construction of typical WSTF (Water Service Trust Fund) sanitation block including an attendant’s office

7) Design and installation of lighting system for the park

8) Design and construction of a children park within a 2500M² area.

9) Design and construction of a garden restaurant in an area of 150m²

10) Design and construction of a garbage receptacle

**Master plan layout provided by the client:**

1.

2.

3.
14. DESCRIPTION OF THE METHODOLOGY AND DETAILED DESIGNS AND WORKPLAN.
5. **Team Composition and Task Assignments**

1. **Technical/Managerial Staff**

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<thead>
<tr>
<th>Name</th>
<th>Position</th>
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2. **Support Staff**

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<th>Name</th>
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</table>
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*)

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SECTION IV: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

4.1 The Financial proposal prepared by the contractor 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
## Table of Contents

1. Financial proposal submission Form
2. Summary of costs
1. **Financial Proposal Submission Form**

_______________ [Date]

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

Ladies/Gentlemen:

We, the undersigned, offer for designing and construction of Maua Recreation Park phase 1. __________ [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

<table>
<thead>
<tr>
<th>Costs (inclusive of taxes)</th>
<th>Currency(ies)</th>
<th>Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Road</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Parking</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Amount of Financial Proposal</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SECTION V: - TERMS OF REFERENCE

1.0 Terms of Reference are the initial statement to the contractor 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

Construction of Maua recreation Park is one of the flagship projects being undertaken by Meru county government department of Water, Environment and Natural Resources.

This project shall be undertaken in phases.

3.0 Objective

To provide recreation park facilities complete:

- Children play ground
- Cable cars facilities
- Marine park facilitation
- Conference facilities
- Management facilities
- Restaurant and kitchen
• floaters

4.0 The Scope of works under phase 1

• Drives way
  Design and construction of cabro standard 6m wide road capable of withstanding double axle load and provide for parking lots for.... cars.
• Walkways
  Design and construction of 1km walkway and park furniture for 200 visitors
• Fencing
  Design and construction of a composite fencing system comprising of four course masonry stones and metal grills
• Design and planting of ornamental trees for the entire park
• Design and construction of typical WSTF (Water Service Trust Fund) sanitation block including an attendant’s office
• Design and installation of lighting system for the park
• Design and construction of a children park within a 2500M² area.
• Design and construction of a garden restaurant in an area of 150m²
• Design and construction of a garbage receptacle

5.0 Deliverables
Detailed designs and construction as per the scope of works.
SECTION VI:
STANDARD FORMS OF CONTRACT

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

b. ANNEX II – LARGE AND SMALL ASSIGNMENTS (TIME-BASED PAYMENTS)

ANNEX III – SMALL ASSIGNMENTS (LUMP-SUM PAYMENTS)

NOTES

1. LARGE ASSIGNMENT _____Exceeding Ksh 5,000,000

2. SMALL ASSIGNMENT _____Not exceeding Ksh. 5,000,000

3. TIME BASED PAYMENT ___Time based fixed fee Exact duration of contract not fixed

4. LUMP-SUM PAYMENT _____Stated fixed contract sum.
ANNEX I
REPUBLIC OF KENYA

STANDARD FORM OF CONTRACT

FOR

CONTRACTING SERVICES

Large Assignments
(Lump- Sum payment)
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Special Notes

1. The Lump-Sum price is arrived at on the basis of inputs – including rates – provided by the Contractor. The Client agrees to pay the Contractor according to a schedule of payments linked to the delivery of certain outputs, usually reports. Lump-sum contracts have the simplicity of administration, the Client having only to be satisfied with the outputs without monitoring the staff inputs and should be used for large Assignments in for example Design; Engineering; Supervision and Management Services; Master plans; Economic and Feasibility studies; and Surveys.

2. The Contract includes four parts: Form of Contract, the General Conditions of Contract, the Special Conditions of Contract and the Appendices. The Client using this standard contract should not alter the General Conditions. Any adjustment to meet any specific project features should be made only in the Special Conditions.
(iii)

**CONTRACT FOR CONTRACTOR’S SERVICES**

Large Assignments (Lump-Sum Payments)

between

_________________________

[name of the Client]

AND

_________________________

[name of the Contractor]
Dated: _______________[date]

(iv)

I. FORM OF CONTRACT

Large Assignments (Lump-Sum Payments)

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

____________________________________________[name of contractor] of [or whose registered office is situated at] __________________________________________________________[location of office](hereinafter called the “Contractor”) of the other part.

WHEREAS

(a) the Client has requested the Contractor to provide certain contracting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);

(b) the Contractor, having presented to the Client that he has the required professional skills and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a) The General Conditions of Contract;
(b) The Special Conditions of Contract;
(c) The following Appendices: [Note: If any of these Appendices are not used, they should be deleted from the list]
   Appendix A: Description of the Services
   Appendix B: Reporting Requirements
   Appendix C: Key Personnel and Sub contractors
   Appendix D: Breakdown of Contract Price in Foreign Currency
   Appendix E: Breakdown of Contract Price in Local Currency
   Appendix F: Services and Facilities Provided
by the Client

(✓)

2. The mutual rights and obligations of the Client and the Contractors shall be as set forth in the Contract; in particular:

(a) The Contractor shall carry out the Services in accordance with the provisions of the Contract; and
(b) the Client shall make payments to the Contractor in accordance with the provisions of the Contract.

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

For and on behalf of___________________________________________[name of client]

[full name of Client’s authorised representative]____________________________________

[title]____________________________________________

[signature]_________________________________________

[date]____________________________________________

For and on behalf of ______________________________________

[full name of Contractor’s authorized representative]____________________________________

[title]____________________________________________

[signature]_________________________________________

[date]____________________________________________
II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

(a) “Applicable Law” means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;

(b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;

(c) “Contract Price” means the price to be paid for the performance of the Services in accordance with Clause 6 herebelow;

(d) “Foreign Currency” means any currency other than the Kenya Shilling;

(e) “GC” means these General Conditions of Contract;

(f) “Government” means the Government of the Republic of Kenya;

(g) “Local Currency” means the Kenya Shilling;

(h) “Member”, in case the Contractor consists of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Contractor’s rights and obligations towards the Client under this Contract;
(i) “Party” means the Client or the Contractor, as the case may be and “Parties” means both of them;

(vii)

(j) “Personnel” means persons hired by the Contractor or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;

(k) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;

(l) “Services” means the work to be performed by the Contractor pursuant to this Contract, as described in Appendix A; and

(m) “Subcontractor” means any entity to which the Contractor subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

1.2 Law Governing the Contract

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

1.3 Language

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

1.4 Notices

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

1.5 Location

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

1.6 Authorized

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

(viii)

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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

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

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

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

2.5 Force Majeure

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

2.5.2 No Breach of Contract The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable
precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

(ix)

2.5.3 **Extension Of Time** Any period within which a Party shall, pursuant to this Contract complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 **Payments** During the period of his inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 **Termination**

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

(a) if the Contractor does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;

(b) if the Contractor becomes insolvent or bankrupt;

(c) if, as a result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the Contractor, in the judgement of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

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

if the Client in his sole discretion decides to terminate this Contract.

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

(a) if the Client fails to pay any monies due to the Contractor pursuant to this Contract and not subject to dispute pursuant to Clause 7 within sixty (60) days after receiving written notice from the Contractor that such payment is overdue; or

(b) if, as a result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

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

(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement
of any reasonable costs incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

(xi)

3. OBLIGATIONS OF THE CONTRACTOR

3.1 General

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

1.2 Conflict of Interests

3.2.1 Contractor (i) Not to Benefit from Commissions, Discounts, Etc.

The remuneration of the Contractor pursuant to Clause 6 shall constitute the Contractor’s sole remuneration in connection with this Contract or the Services and the Contractor shall not accept for his own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Contractor shall use his best efforts to ensure that his personnel, any sub contractor[s] and agents of either of them similarly shall not receive any such additional remuneration.

(ii) For a period of two years after the expiration of this Contract, the Contractor shall not engage and shall cause his personnel as well as his sub contractor[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on
which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.

(iii) Where the Contractor as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Contractor will comply with any applicable procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Contractor in the exercise of such procurement shall be for the account of the Client.

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

3.2.3 Prohibition of Conflicting Activities Neither the Contractor nor his subcontractor[s] nor their personnel shall engage, either directly or indirectly in any of the following activities:

(a) during the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract; or

(b) after the termination of this Contract, such other activities as may be specified in the SC.

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

3.4 Insurance to be Taken Out by the Contractor

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

(xiii)

3.5 Contractor’s Actions Requiring Client’s Prior Approval

The Contractor shall obtain the Client’s prior approval in writing before taking any of the following actions;

(a) entering into a subcontract for the performance of any part of the Services,

(b) appointing such members of the personnel not listed by name in Appendix C (“Key Personnel and Subcontractors”).

3.6 Reporting Obligations

The Contractors shall submit to the Client the reports and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents prepared by the Consultant to Be the Property of the Client

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client together with a detailed inventory thereof. The Contractor may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.
4. CONTRACTOR’S PERSONNEL

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

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

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Client’s written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

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

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

5.3 Services and Facilities

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

6. Payments to the Contractor

6.1 Lump-Sum Remuneration

The Contractor’s total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Subcontractors’ costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Contractor in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price

(a) The price payable in foreign currency is set forth in the SC.

(b) The price payable in local currency is set forth in the SC.

6.3 Payment for Additional Services

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

6.4 Terms and Conditions of Payment

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

6.5 Interest on Delayed Payment

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

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement

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

(xvi)

7.2 Dispute Settlement

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

<table>
<thead>
<tr>
<th>Number of GC Clause</th>
<th>Amendments of and Supplements to Clauses in the General Conditions of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1(h)</td>
<td>The Member in Charge is_________________________[name of Member]</td>
</tr>
<tr>
<td>1.4</td>
<td>The addresses are:</td>
</tr>
<tr>
<td></td>
<td>Client:</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Attention:</td>
</tr>
<tr>
<td></td>
<td>Telephone:</td>
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<tr>
<td></td>
<td>Telex;</td>
</tr>
<tr>
<td></td>
<td>Facsimile:</td>
</tr>
<tr>
<td></td>
<td>Contractor:</td>
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<td>Attention:</td>
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<td>Telephone:</td>
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<td></td>
<td>Telex:</td>
</tr>
<tr>
<td></td>
<td>Facsimile:</td>
</tr>
<tr>
<td>1.6</td>
<td>The Authorized Representatives are:</td>
</tr>
<tr>
<td></td>
<td>For the Client:</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>For the Contractor:</td>
</tr>
<tr>
<td>2.1</td>
<td>The date on which this Contract shall come into effect is(________________) [date].</td>
</tr>
<tr>
<td></td>
<td><strong>Note:</strong> The date may be specified by reference to conditions of effectiveness of the Contract, such as receipt by Contractors of advance payment and by Client of bank guarantee</td>
</tr>
<tr>
<td>2.2</td>
<td>The date for the commencement of Services is_______[date]</td>
</tr>
<tr>
<td>2.3</td>
<td>The period shall be _________________ [length of time].</td>
</tr>
<tr>
<td></td>
<td><strong>Note:</strong> Fill in the period, eg, twenty-four (24) months or such other period as the Parties may agree in writing.</td>
</tr>
</tbody>
</table>
3.4 The risks and coverage shall be:

(i) Professional Liability ________________________________

(ii) Loss of or damage to equipment and property ____________

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

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

6.4 Payments shall be made according to the following schedule:

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

- Twenty (20) percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same.

- Ten (10) percent of the lump-sum amount shall be paid upon submission of the inception report.

- Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the interim report.

- Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the draft final report.

- Twenty (20) percent of the lump-sum amount shall be paid upon approval of the final report.
• The bank guarantee shall be released when the total payments reach fifty (50) percent of the lump-sum amount.

(xix)

IV. Appendices

APPENDIX A – DESCRIPTION OF THE SERVICES

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

APPENDIX B – REPORTING REQUIREMENTS

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

APPENDIX C– KEY PERSONNEL AND SUBCONTRACTORS

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

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

APPENDIX D – BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

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

1. Monthly rates for Personnel (Key Personnel and other Personnel).

2. Reimbursable expenditures.

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

APPENDIX E – BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

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

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

APPENDIX F – Master plan layout
**1.0 EVALUATION AND COMPARISON OF TENDERS**

Evaluation and comparison of Tenders: the following evaluation criteria shall be applied notwithstanding any other requirement in the tender documents.

a) **Mandatory requirements (MR)**

The following requirements must be met by the Tenderer

<table>
<thead>
<tr>
<th>No</th>
<th>Requirements</th>
<th>Requirements</th>
<th>B1</th>
<th>B2</th>
<th>B3</th>
<th>B4</th>
<th>B5</th>
</tr>
</thead>
<tbody>
<tr>
<td>MR1</td>
<td>Must submit a copy of certificate of registration/incorporation</td>
<td>Year Reg/incorp</td>
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<tr>
<td>MR2</td>
<td>Must submit a copy of valid tax compliance certificate</td>
<td>Serial no. Expiry date</td>
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<tr>
<td>MR3</td>
<td>Must fill the price schedule in the format approved</td>
<td>Dully filled &amp; signed</td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>MR4</td>
<td>Must fill the form of Tender in the format provided</td>
<td>Dully filled &amp; signed</td>
<td></td>
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</tr>
<tr>
<td>MR5</td>
<td>Must fill a form of tender security of 2% of the tender sum</td>
<td>Form (Bank insurance) Amount (2% of tender sum) validity (120 days)</td>
<td></td>
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<tr>
<td>MR6</td>
<td>Must submit a copy of certificate of registration with the national construction authority (NCA-7 &amp; above)</td>
<td>Registration class</td>
<td></td>
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<tr>
<td>MR7</td>
<td>Must submit a duly filled up confidential business questionnaire in format provided</td>
<td>Duly filled and signed</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>MR8</td>
<td>Audited accounts for the last 3 years</td>
<td>Signed and stamped Auditor</td>
<td></td>
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<tr>
<td>MR9</td>
<td>Must submit a certificate of pre-tender site visit duly signed</td>
<td>Duly signed certificate</td>
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<tr>
<td>MR10</td>
<td>Litigation history related to government contracts—fill the litigation form and should be signed by the commissioner of oaths</td>
<td>Form signed by commissioner of oaths</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

**Key**

B1-Bidder 1
B2-Bidder 2
B3-Bidder 3
B4-Bidder 4
B5-Bidder 5
At this stage, the tender's submission will either be responsive or non-responsive. The non-responsive submission will be eliminated from the entire evaluation process and will not be considered further.

a) Technical evaluation scores

This section (Technical Evaluation) will be marked out of 100 and will be determine the technical scores (TS)

<table>
<thead>
<tr>
<th>No</th>
<th>Evaluation Attribute</th>
<th>Weighting score</th>
<th>Max score</th>
<th>B1</th>
<th>B2</th>
<th>B3</th>
<th>B4</th>
<th>B5</th>
</tr>
</thead>
<tbody>
<tr>
<td>T.S. 1</td>
<td>Number of years in construction of water projects i.e. water kiosks, water tanks, pipe lying and general civil work</td>
<td>10 years and above-10 marks</td>
<td>10 marks</td>
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<td></td>
<td></td>
<td>Others prorated at:</td>
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<td>[Number of years \times 10 ]</td>
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<tr>
<td>T.S. 2</td>
<td>Provide a list of clients and reference to which the company has done similar works (attach certified copies of reference letters)</td>
<td>10 clients with reference letters from the clients-20 marks</td>
<td>20 marks</td>
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<tr>
<td></td>
<td></td>
<td>Other prorated at</td>
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<td></td>
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<td>[No of clients \times 20 ]</td>
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<tr>
<td>T.S. 3</td>
<td>Financial strength of the company = current Asset Current liabilities</td>
<td>2.1 ratio-10 marks</td>
<td>10 marks</td>
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<td></td>
<td></td>
<td>Others prorated at</td>
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<td>[The ratio \times 10 ]</td>
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<tr>
<td>T.S. 4</td>
<td>Financial strength of the company: Acid Test Ratio= current Asset- Average stock current liabilities</td>
<td>1.1 ratio-10 marks</td>
<td>10 marks</td>
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<td>others prorated at:</td>
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<td>[The ratio \times 10 ]</td>
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<tr>
<td>T.S.5</td>
<td>Equipments and accessories owned by the company and to be directly assigned to the project during the contract period (Attach certified copies of certificate of ownership purchase receipts sales agreements or lease agreements)</td>
<td>Provide details/list of at least 10 equipments and accessories and explain what they will be used for in the project implementation (2 marks for each equipment)</td>
<td>20 marks</td>
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<tr>
<td>T.S.6</td>
<td>Physical facilities: provide details of physical address and contacts (Attach Evidence)</td>
<td>Details of physical address and contacts with copy of either title, lease documents or latest utility bill</td>
<td>10 marks</td>
<td></td>
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<tr>
<td>T.S.7</td>
<td>Staffing capacity (Attach certified copies of certificates membership professional bodies)</td>
<td>Site Engineer with degree-5 marks Foreman with diploma -3 marks Supervisors -2 marks</td>
<td>10 marks</td>
<td></td>
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<tr>
<td>T.S.8</td>
<td>Delivery schedule of works for the period indicated</td>
<td>Provide details</td>
<td>5 marks</td>
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<tr>
<td>T.S.9</td>
<td>Organizational structure</td>
<td>Give structure with details of responsibilities</td>
<td>5 marks</td>
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</tbody>
</table>

Only bidders who score 70% and above will be subjected to financial evaluation. Those who score below 70% will be eliminated at this stage from the entire evaluation process and will not be considered further.

b) Financial Evaluation
The evaluation will check the arithmetic errors and confirm the changed prices with the renderer. Award is to be done to the lowest evaluated bidder
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

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ANNEX 2

WSTF STANDARD DRAWING FOR A TOILET