

KILIFI COUNTY GOVERNMENT



LANDS, ENERGY, HOUSING, PHYSICAL PLANNING AND URBAN DEVELOPMENT REQUEST FOR PROPOSALS (RFP)

**PREPARATION OF DEVELOPMENT CONTROL POLICY FOR
KILIFI COUNTY**

TENDER NO. KCG/LEHPP/RFP/002/2018/2019

NOVEMBER, 2018

KILIFI COUNTY GOVERNMENT P.O. BOX 519 – 80108 KILIFI
kilificalitygovt@gmail.com

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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 consultants.
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 consultants.
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 consultants should only be clarified or amended through the Appendix to information to Consultants.
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: INVITATION TO TENDER DATE _____

TENDER REF. NO. TENDER NO. KCG/LEHPP/RFP/002/2018/2019

**TENDER NAME: PREPARATION OF DEVELOPMENT CONTROL
POLICY FOR KILIFI COUNTY**

M/S

Dear Sir/Madam,

The County Government of Kilifi, Department of Lands, Energy, Housing, Physical Planning and Urban Development, invites Tenderers to conduct feasibility study on Development Control Policy. The scope of this policy is to assist in controlling the development of land within the framework of the relevant legislation, which Will protect the integrity and purpose of reservations (public purpose and utilities), to ensure that physical developments are consistent with the provisions of the relevant spatial plans. To assist in controlling the development of land within the framework of the relevant legislation. The objectives of this study is to ensure that physical developments are consistent with the provisions of the relevant spatial plans, to ensure physical developments are in accordance with sound planning principles.

- 1.1 More details of the services are provided in the terms of reference (TOR) herein.
- 1.2 The request for proposal (RFP) includes the following documents;
 - Section I - Letter of invitation
 - Section II - Information to Candidate
 - Section III - Terms of reference
 - Section IV - Technical proposal
 - Section V - Financial proposal
 - Section VI - Standard Contract Form (where applicable)

1.3 A complete set of RFP documents may be obtained by interested candidates upon payment of non-refundable fees of **Kshs.1, 000/=** in cash or Bankers cheque payable to the County Government of Kilifi or download from the Kilifi County Government website on the following link <http://www.kilifi.go.ke>

1.4 Completed proposals are to be enclosed in a plain sealed envelope clearly marked with tender reference number and description, and addressed to:

***The County Secretary and Head of Public Service Management,
County Government of Kilifi,
P.O. Box 519-80108, Kilifi.***

So as to be received on or before **Friday 16th November, 2018 at 11.00 am. East African Time.**

1.5 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for 120 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 the County **Kilifi County Treasury Conference Hall.**

1.7 Serialize sequentially each page of the Bid Document including all the attachments. Avoid manual serialization.

Head of Supply Chain Management

For: County Secretary and Head of Public
Service

COUNTY GOVERNMENT OF KILIFI

SECTION II - INSTRUCTIONS TO CANDIDATES

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SECTION II - INFORMATION TO CANDIDATES

2.1 Introduction

- 2.1.1 The County Government of Kilifi, Department of Lands, Energy, Housing, Physical Planning and Urban Development, will select a candidate amongst those invited to submit in accordance with the method of selection detailed under this section and consistent with the regulations.
- 2.1.2 The candidates are invited to submit a technical proposal and a financial proposal for consultancy services required for the assignment stated in the letter of invitation (Section I)
- 2.1.3 In the assignment where the procuring entity intends to apply standard conditions of engagement and scales of fees for professional services, which scale of fees will have been approved by a relevant authority, a technical proposal only may be invited and submitted by the candidate. In such a case the highest ranked candidate in the technical proposals shall be invited to negotiate a contract on the basis of the set scale of fees. The technical proposals will be the basis for contract negotiations and ultimately for a signed contract with the selected candidate.
- 2.1.4 The candidates must familiarize themselves with local conditions as regards the assignment and take them into account in preparing their proposals. To obtain adequate information on the assignment and on the local conditions, candidates are encouraged to liaise with the procuring entity regarding any information that they may require before submitting a proposal.
- 2.1.5 The client will provide the inputs and services specified in the special conditions of contract needed to assist the candidate to carry out the assignment.
- 2.1.6 The cost of preparing the proposal and negotiating the contract including any visit to the procuring entity are not reimbursable as a

direct cost of the assignment. The procuring entity is not bound to accept any of the proposals submitted.

2.1.7 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.2 Clarification and amendment to the RFP documents

2.2.1 Candidates may request clarification of any of the RFP (C&D) documents not later than Seven (7) days before the deadline for the submission of the proposals. Any request for clarification must be sent in writing by post, fax or email to the procuring entity's address indicated in the special conditions of contract. The procuring entity will respond by post, fax or email 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 candidates invited to submit proposals.

2.2.2 At any time before the deadline for submission of the proposals, the procuring entity may for any reason, either at its own initiative or in response to a clarification requested by any candidate amend the RFP (C&D). Any amendment shall be issued in writing, fax or email to all invited candidates and will be binding on them. The procuring entity may at its discretion extend the deadline for the submission of the quotations.

2.3 Preparation of Proposals

2.3.1 The individual consultant's proposal shall be written in English language.

2.3.2 In preparing the Technical proposal, the candidates are expected to examine the documents consisting the RFP (C&D) in detail. Material deficiencies in providing the information requested may result in rejection of the proposal.

2.3.3 While preparing the Technical proposal, the candidate must give particular attention to the following:

- (a) If candidate considers that they do not have all the expertise required for the assignment it may suggest in the proposals other person(s) who will assist in the assignment but they will not be party to the contract for the purpose of the performance of the assignment. A candidate will not propose other candidates invited to submit proposals for the assignment. Any candidate in contravention of this requirement shall automatically be disqualified.
- (b) For all the staff who will be involved in the assignment a candidate must indicate their responsibility in the assignment and also the staff time as necessary.
- (c) The curriculum vitae (CV) of the staff proposed must be submitted with the proposal.

2.3.4 The Technical proposal shall provide the following information;

- (a) The individual consultants CV and a brief of any recent experience of assignment of a similar nature. For each assignment the brief should indicate the profiles of staff involved, contract amount and the individual consultant's involvement.
- (b) Any comments or suggestions on the Terms of Reference and a list of service and facilities requested to be provided by the procuring entity.
- (c) A description of the methodology and work plan for performing the proposed assignment.
- (d) Any additional information requested in the special conditions of contract.

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

2.4 **Financial Proposal**

2.4.1 In preparing the financial quotation, the candidate is expected to take into account the time required in completing the assignment as outlined in the RFP (C&D). The financial quotation will therefore be quoted in fees per day or month. The financial quotation may also include other costs as necessary, which will be considered as reimbursable. It will then give the total cost of the assignment.

- 2.4.2 The Financial quotation should include the payable taxes.
- 2.4.3 The fees shall be expressed in Kenya Shillings.
- 2.4.4 The Financial quotation must remain valid for 30 days after the submission date. During this period the candidate is expected to keep available at his own cost any staff proposed for the assignment. The procuring entity will make best efforts to complete negotiations within this period. If the procuring entity wishes to extend the validity period of the proposal, the candidates who do not agree, have the right not to extend the validity of their quotations.
- 2.4.5 The financial quotation must comply with the law governing the profession of the candidate.

2.5 Submission, Receipt and opening of Proposals

- 2.5.1 The technical proposal and the financial proposal (if required) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the candidates. Any such corrections must be initialed by the candidate.
- 2.5.2 For each quotation the candidates shall prepare the quotations in the number of copies indicated in the special conditions of contract. Each Technical proposal and financial quotation shall be marked “ORIGINAL” or “COPY” as appropriate. If there are any discrepancies between the original and the copies of the quotation, the original shall govern.

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 quotation in a sealed envelope duly marked “FINANCIAL QUOTATION. Both envelopes shall be placed in an outer envelope and sealed. This outer envelope shall bear the procuring entities address and other information indicated in the appendix to the instructions to candidates and clearly marked “DO NOT OPEN **before Friday 16th November, 2018 at 11.00 am.**”

2.5.3 The completed Technical proposal and financial quotations must be delivered at the submission address on or before the time and date of the submission of the quotations indicated in the appendix to the instructions to candidates. Any quotations received later than the closing date for submission of quotations shall be rejected and returned to the candidate unopened. For this purpose the inner envelope containing the technical and financial quotations will bear the address of the candidate submitting the quotations.

2.5.4 After the deadline for submission of quotations the outer envelope and the technical quotations shall be opened immediately by the opening committee. The financial quotations shall be marked with the candidates number allocated at the time of opening the outer envelope and the technical proposals but shall remain sealed and in the custody of a responsible officer of the procuring entity up to the time set for opening it.

2.6 Evaluation of Proposal General (General)

2.6.1 From the time the quotations are opened to the time of the contract award, if any candidate wishes to contact the procuring entity on any matter relating to the quotation should do so in writing at the address indicated in the appendix to the instructions to candidates. Any effort by a candidate to influence the procuring entity's staff in the evaluation of quotation companion proposals or awards of contract may result in the rejection of the candidate quotation.

2.6.2 The Technical evaluation committee shall have no access to the financial quotation, which in any case will remain sealed, until the technical evaluation is concluded or finalized.

2.7 Evaluation of Technical Proposals

2.7.1 The evaluation committee appointed by the procuring entity to evaluate the quotations shall carry out the evaluation of technical proposals following the criteria set out in the terms of reference based on the following points criteria

<u>CRITERIA</u>	<u>POINTS</u>
(i) Qualifications of Proposed staff	- 30
(ii) Specific experience of the proposed staff related to the assignment	- 30
(iii) Adequacy of methodology and work plan in response to the Terms of reference	- <u>40</u>
Total points	100

2.7.2 Any proposal which will be examined and found not to comply with all the requirements for submission of the quotations will be declared non responsive. All the quotations found to have complied with all the requirements for submission of quotation shall be declared responsive by the evaluation committee

2.7.3 Each responsive proposal will be given a technical score (TS). Any technical proposal which fails to achieve the total minimum score indicated in the appendix to the information to tenderers shall be rejected at this stage and will not proceed to the next stage of evaluation. The respective financial quotation will be returned to the individual consultant unopened.

2.7.4 The technical evaluation may be simplified where the assignment is not complex in which case merit points will not be used.

2.8 Opening and Evaluation of Financial Quotation

2.8.1 After completion of the evaluation of Technical proposals the procuring entity shall notify the candidates whose proposal did not meet the minimum technical score or were declared non responsive to the RFP (C&D) and terms of reference. The notification will indicate that their financial proposal shall not be opened and will be returned to them unopened after the completion of the selection process and contract award. At the same time, the procuring entity shall simultaneously notify the candidates who have secured the minimum technical score that they have passed the technical qualifications and inform them the date and time set by the procuring entity for opening their financial quotations. They will also be invited to attend the opening ceremony if they wish to do so.

2.8.2 The financial proposal shall be opened by the procuring entity in the presence of the candidates who choose to attend the opening. The name of the candidate, the technical score or the technical evaluation result and the proposed fees shall be read out aloud and recorded. The evaluation committee shall prepare minutes of the opening of the financial quotation.

2.8.3 The formulae for determining the financial score (FS) unless an alternative formula is indicated in the appendix to the information to tenderers shall be as follows:

$S_f = 100 \times \frac{f_m}{f}$ where
Sf is the financial score
Fm is the lowest fees quoted and
F is the fees of the quotation under consideration.

The lowest fees quoted will be allocated the maximum score of 100

2.8.4 The candidates quotations will be ranked according to their combined technical score (ts) and financial score (fs) using the weights indicated in the appendix to the candidates. Unless otherwise stated in the appendix to the instructions to candidates the formulae for the combined scores shall be as follows;

$$S = ST \times T\% + SF \times P\%$$

Where

S, is the total combined scores of technical and financial scores

St is the technical score

Sf is the financial score

T is the weight given to the technical proposal and

P is the weight given to the financial quotation

Note P + T will be equal to 100%

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

2.9 Negotiations

2.9.1 Negotiations will be held at the same address indicated in the appendix to the information to candidates. The purpose of the negotiations is for the procuring entity and the candidate to reach agreements on all points regarding the assignment and sign a contract.

2.9.2 The negotiations will include a discussion on the technical proposals, the proposed methodology and work plan, staff and any suggestions made by the candidate to improve the Terms of reference. The agreed work plan and Terms of reference will be incorporated in the description of the service or assignment and form part of the contract.

2.9.3 The negotiations will be concluded with a review of the draft contract. If negotiations fail, the procuring entity will invite the candidate whose proposal achieved the second highest score to negotiate a contract.

2.10 Award of Contract

2.10.1 The contract will be awarded before commencement of negotiations. After negotiations are completed the procuring entity will promptly notify the other candidates that they were unsuccessful and return the financial quotations of the candidates who did not pass technical evaluation.

2.10.2 The selected candidate is expected to commence the assignment on the date indicated in the appendix to the instructions to tenderers or any other date agreed with the procuring entity at the time of the contract award. Both parties will sign the contract.

2.11 Confidentiality

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

RFP documents will be opened on, **Friday 16th November, 2018 at 11.00 am. East African Time**

RFP documents will be opened immediately in the presence of the tenderers or their representatives who choose to attend at the **County Government of Kilifi Treasury Conference Hall.**

MANDATORY REQUIREMENTS TO BE MET BY THE CONSULTANTS

- i. Certified copy of certificate of incorporation and registration.
- ii. Copy of VAT/PIN certificates from KRA
- iii. Current single business permit from Kilifi County
- iv. Valid KRA Tax compliance certificate
- v. Experience in similar work
- vi. Proof of financial Capability
- vii. Tender should be accompanied by a bid bond of 2% from established approved insurance company/ Bank which must remain valid for 30 days after tendered period of 120 days.
- viii. Sequential serialization of tender attachments (No manual serialization.)

SECTION III- TERMS OF REFERNCE (TOR)

TERMS OF REFERENCE FOR THE PREPARATION OF DEVELOPMENT CONTROL POLICY

1.0. INTRODUCTION.

Development control is an integral aspect of urban planning as it provides the implementation framework for various spatial plans, standards, and regulations among others. Development Control is the process that regulates the development and use of land. This includes the construction of new buildings, the extension of existing ones and the change of use of buildings or land to another use. Development of such new residential, commercial, industrial buildings among others is important for sustaining the economic success of the county and as country as a whole. It is thus important that we protect and improve the quality of the environment, not only in our towns and villages, but also in our outstanding rural side of the county. In this regard there is need to provide some guiding principles in form of policy framework.

1.2. OBJECTIVES

To provide a policy document that:

- a. Assists in controlling the development of land within the framework of the relevant legislation.
- b. Protects the integrity and purpose of reservations (public purpose and utilities)
- c. Ensures that physical developments are consistent with the provisions of the relevant spatial plans.
- d. Ensures physical developments are in accordance with sound planning principles.
- e. Promotes physical developments that are sustainable and achieves appropriate community standards of health, safety and amenity.

- f. Ensures developments that are site-responsive, enhances local identity and character and are well-connected to the adjacent neighborhood.
- g. Facilitates land uses that support daily needs, local employment and provide choice and variety.
- h. Ensures that conditions, where applicable, improve the quality and consistency of development approvals.
- i. Promotes efficiency in the planning and development assessment process.

1.3. SCOPE OF THE WORK

The assignment shall involve preparation of the development control policy that will cover the whole county. Specifically the works will include:

- a) Undertaking a legislative/technical study/reference of the existing laws/policies/plans which can inform preparation of the this policy
- b) Undertake consultative workshops (at least two) with relevant stakeholders in the process of preparing this policy
- c) Compilation and production of the policy document both in soft and hard copies in the prescribed format as directed by the department accounting and authorized officer.
- d) Undertake final presentation of the completed policy to the departmental management committee through the accounting and authorized officer.

1.4. OUTLINE OF THE QUALIFICATION OF CONSULTANTS

The lead consultant shall have the following expertise and competencies:

- Masters and/or First degree in Urban and Regional Planning, Town Planning and/or Regional Planning.
- Be registered with the relevant Planners Registration Board, Hold a valid registration license and be in good standing with the relevant Professional bodies

- Familiarity with preparation of spatial development policies, at least 10 years professional experience in urban planning.
- Ability to coordinate his/her team with the departmental technical team.

1.5. EXECUTING ARRANGEMENTS

Technical expertise and arrangements shall be made through the relevant department units to enable completion of the consultancy within the stipulated timeframe.

1.6. DELIVERABLES/OUTPUTS

The Consultant(s) will be required to submit six (6) hard copies and soft copies of the following reports to the accounting and the authorized officer within the time periods indicated.

1.6.1. INCEPTION REPORT.

It will describe the approaches and timelines proposed to prepare and deliver the scope of works outlined. It should be delivered within two weeks after the signing of the consultancy contract. The relevant officers within the department will provide comments on this report within two weeks of receipt and the consultant will adjust the ongoing work according to the comments received.

1.6.2. FIRST DRAFT REPORT

This report will entail the main discussions and conclusions arising from the stakeholders/focus group consultations. The report should also include a list of the persons with whom discussions were held. This report should be delivered within sixteen weeks after the signing of the consultancy contract,

1.6.3. FINAL DRAFT POLICY REPORT

This report should be presented within two months after completion of

draft report. It should take account of the comments in first draft report. It will among other things provide outcomes of the main discussions and conclusions arising from the stakeholder consultation. The report should include a list of the persons who participated in this consultation.

1.6.4. PUBLISHED POLICY DOCUMENT

The published policy document should be presented within one month after completion of final draft policy report. It should take account of the comments in final draft policy draft report.

1.7. PAYMENT STRUCTURE

ITEM	PAYMENT (%)	TIMELINES
1. An Inception Report showing an Understanding of the TORs	20	2 Weeks
2. Reports from the transect surveys identifying preliminary issues, profile of the project area and strategies.	20	6 Weeks
3. First Draft Development Control Report presented to stakeholders.	30	8 Weeks
4. Final Draft Development Control Report presented to stakeholders.	30	4 Weeks
5. Published Development Control Policy submitted to the County Government.	20	4 Weeks

SECTION IV - TECHNICAL PROPOSAL (TP)

Notes on the Preparation of Technical Proposal

The technical proposal shall be prepared and submitted by the candidates.

It shall contain the following:-

- (a) Submission letter
- (b) Comments and suggestions of the consultant on the terms of reference, personnel, facility and other requirements to be provided by the procuring entity.
- (c) Description of the methodology and work plan for performing the assignment
- (d) The proposed key staff for the assignment
- (e) Consultancy services activities time schedule.

(To be prepared by the candidate as appropriate)

1 .FIRM'S REFERENCES

Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted.

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

Firm's Name: _____ Name and title of signatory; _____

(May be amended as necessary)

2. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Contact	Task

2. Support Staff

Name	Position	Contact	Task

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Name	Position	Reports Due/ Activities	Months (in the Form of a Bar Chart)												Number of months		
			1	2	3	4	5	6	7	8	9	10	11	12			

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

8. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

[1st, 2nd, etc, are months from the start of assignment)

	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th	
Activity (Work)													

(b). Completion and Submission of Reports

Reports	Date
1. Inception Report	
4. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

SECTION V- FINANCIAL PROPOSALS (FP)

Notes on the Preparation Financial Quotation

The financial quotation shall be prepared and submitted by the candidates. It shall contain the following.

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

(To be prepared by the candidate as appropriate)

SECTION VI - STANDARD FORMS

STANDARD CONTRACT FORM

CONSULTANCY (Lump-sum payment)

The contract form shall be completed by the procuring entity after the award of the contract and negotiation of the contract. It will be signed by both parties pursuant to the information to Candidates clause 2.10.2

SECTION VI - STANDARD CONTRACT FORM

CONSULANCY (Lump-sum payments)

This Agreement, [hereinafter called “the Contract”) is entered into this _____
_____ [insert starting date of assignment], by and between.

_____ [insert Client’s name] of [or whose
registered office is situated at] _____ [insert
Client’s address] (hereinafter called “the Client”) of the one part AND

_____ [insert Consultant’s name] of
[or whose registered office is situated at] _____
_____ [insert Consultants 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 Service, “which is made an integral part Of this Contract.
 - (ii) The Consultant shall provide the personnel listed 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

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 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 signing the contract.

Kshs. _____ upon the Client's receipt of the Draft report, acceptable to the Client; and

Kshs. _____ upon the Client's receipt of the Final report, acceptable to the Client.

Kshs. _____ Total

C. **Payment Conditions**

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty (30) days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 here below. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three Percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

4. **Project**

Administration

A. **Coordinator**

The Client designates _____

[insert name] as Client’s Coordinator; the Coordinator will be responsible for the Coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables, by the Client and for receiving and approving invoices for payment.

B. Reports

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

- 5 Performance Standards** The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.
- 6. Confidentiality** The Consultant shall not, during the term of this Contract and within two years after its expiration Disclose any proprietary or confidential Information relating to the Services, this Contract Or the Client’s business or operations without the Prior written consent of the Client.
- 7. Ownership of Material** Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
- 8. Consultant Not to be Engaged in certain Activities** The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or

services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

9. **Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
10. **Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
11. **Law Governing Contract and Language** The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English language
12. **Dispute Resolution** Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, On the request of the applying party.

FOR THE CLIENT

FOR THE CONSULTANT

Full name _____

Full name _____

Title _____

Title _____

Signature _____

Signature _____

Date _____

Date _____

FORM OF TENDER

Date _____

Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

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

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

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

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

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

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 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

	<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full Age</p> <p>.....</p> <p>Nationality Country of origin</p> <p>.....</p> <ul style="list-style-type: none"> • Citizenship details 																														
	<p>Part 2 (b) Partnership</p> <p>Given details of partners as follows:</p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">Nationality</th> <th style="text-align: left;">Citizenship</th> </tr> <tr> <th style="text-align: left;">Details</th> <th style="text-align: left;">Shares</th> <th></th> </tr> </thead> <tbody> <tr> <td>1.</td> <td></td> <td></td> </tr> <tr> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> </tr> <tr> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td></td> <td></td> </tr> <tr> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td></td> <td></td> </tr> <tr> <td>.....</td> <td></td> <td></td> </tr> </tbody> </table>	Name	Nationality	Citizenship	Details	Shares		1.			2.			3.			4.		
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	<p>Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>.....</p> <p>.....</p> <p>State the nominal and issued capital of company-</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">Nationality</th> <th style="text-align: left;">Citizenship</th> </tr> <tr> <th style="text-align: left;">Details</th> <th style="text-align: left;">Shares</th> <th></th> </tr> </thead> <tbody> </tbody> </table>	Name	Nationality	Citizenship	Details	Shares																									
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	1..... 2. 3. 4. 5
Date Signature of Candidate	

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

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

REQUEST FOR REVIEW FORM

FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

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

REQUEST FOR REVIEW

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

- 1.
- 2.

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

- 1.
- 2.

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of20.....

SIGNED
Board Secretary