

REPUBLIC OF KENYA



MINISTRY OF TOURISM AND WILDLIFE

REQUEST FOR PROPOSAL

REQUEST FOR PROPOSALS FOR CONSULTANCY

**SERVICES FOR DEVELOPMENT OF TOURISM FLAGSHIP
PROJECTS**

IN

NAKURU AND NAIROBI COUNTIES

TENDER NO. MOT/01/2019-2020

OPENING/ CLOSING DATE 26/6/2020

AT

11:00AM

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INVITATION TO TENDER

REQUEST FOR PROPOSALS FOR CONSULTANCY SERVICES FOR PREPARATION OF DESIGNS AND MANAGEMENT FOR THE DEVELOPMENT OF LAKE NAIVASHA WATERFRONT PROJECT AND KICC PRE-FABRICATED CONVENTION CENTER IN NAKURU AND NAIROBI COUNTIES RESPECTIVELY

The Government of Kenya through The Ministry of Tourism and Wildlife invites your consortium to submit a **proposal for preparation of designs and Management for development of Lake Naivasha Waterfront project and KICC pre-fabricated Convention Centre in Nakuru and Nairobi Counties**

Prospective bidders may obtain further information from Ministry of Tourism and Wildlife offices and inspect the bidding documents at the address given below, Mondays to Fridays between 0900hrs to 1600hrs except on public Holidays.

Completed serialized/paginated and properly bound Request for Proposal document plus **one copy** should be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box situated at the **Reception on the sixth Floor of Utalii House in Nairobi on or before 11.00 am 26th June,2020**. Bulky tenders can be handed over to the Head Supply Chain's office for registration and safe keeping till the tender opening date or be addressed to:

Principal Secretary,

State Department for Tourism,

Ministry of Tourism and Wildlife,

P.O Box 30027-00100, Nairobi

Tel No: 254 20 315001/2-4

Email: procurement@tourism.go.ke

So as to be received on or before

A mandatory pre-tender site visit will be on 18th and 19th June, 2020 at the Kenya Wildlife Service Annex land in Naivasha and at KICC Comesa grounds in Nairobi respectively.

Prospective bidders are advised to be keen on the information provided under the Appendix to information to Consultants and the special condition of the contract (S.C.C)

The consortium must have a wide range of experience in this particular field whose services must comprise the following:

- (i) Architectural (Lead Consultant)
- (ii) Civil /Structural Engineering
- (iii) Quantity Surveying
- (iv) Electrical/Electronic Engineering
- (v) Mechanical Engineering
- (vi) Landscape Architecture
- (vii) Urban Planning
- (viii) Environmental Expertise

The RFP includes the following:

- Section I - Invitation to tender
- Section II - Information to Consultants
- Section III - Terms of Reference
- Section IV - Technical Proposals
- SECTION V - Bid Forms
- SECTION V1 - Standard Form of Contract for Consulting Services
- SECTION V11 - Standard Contract Form

RFP documents will be opened promptly in public and in the presence of prospective Bidders' and / or representatives, who choose to attend the opening at **Utalii House conference Hall on 7th floor at 11.00 am Local time on 26th June, 2020.**

Head of Supply Chain Management Services
FOR: Principal Secretary,

**State Department for Tourism,
MINISTRY OF TOURISM AND WILDLIFE**

SECTION II: INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

- 2.1.1 The Client named the Appendix to “ITC” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.
- 2.1.2 The consultants are invited to submit a Technical Proposal as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.3 The consortia must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first-hand information on the assignment and on the local conditions, consortia are encouraged to liaise with the Client’s representative named in the appendix regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference whose dates are specified in the appendix ‘A’.
- 2.1.4 The procuring entity will provide the inputs specified in the Appendix “A”, needed to assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 Please note that; (i) The cost 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 procuring entity is not bound to accept any of the proposals submitted.

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

2.1.7 The procuring entity shall allow the bidders to view the tender document free of charge.

2.2 Clarification and amendment of RFP documents

2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven (7) days before the proposal submission date. Any request for clarification must be sent in writing by Post or electronic mail to the procuring entity address as indicated. The Client will respond by Post or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2.2 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 consultants and will be binding on them. The Client may extend the deadline for the submission of proposals.

2.2.3 The procuring entity shall reply to any Clarifications sought by the bidder within 3 days of receiving a request to enable the bidder make timely submission.

2.3 Preparation of Technical Proposal

2.3.1 The technical proposal shall be written in English language.

2.3.2 In preparing the technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested shall result in rejection of a proposal.

2.3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

- i) If a Consortium considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate.
- ii) Consultants within a consortium shall not associate with the other Consortium invited for this assignment. Any firms associating in contravention of this requirement shall have their respective consortiums automatically disqualified.
- iii) It is desirable that the majority of the key professional staff proposed by each firm in the consortium be permanent employees of the firm or have an extended and stable working relationship with it.
- iv) Proposed key professional staff must as a minimum, have the experience indicated in Appendix "A", preferably working under conditions similar to those prevailing in Kenya.
- v) Alternative key professional staff shall not be proposed and only one Curriculum Vitae (CV) shall be submitted for each position.

2.3.4 The Technical Proposal shall not include any financial information.

2.3.5 The Technical Proposal shall include the following information using the attached Standard Forms;

- (i) A brief profile of each firm in the Consortium which shall include an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate among others, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference and on data, services and a list of services and facilities to be provided by the client.
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing. A list will be required from each firm in the Consortium.
- (v) Duly signed current Curriculum Vitae (CVs) by the key 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.

- (vi) Estimates of the total staff input (professional and support staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member from each firm in the consortium shall be availed.
- (vii) Any additional information requested in Appendix "A".

2.4 Submission, Receipt and opening of proposals

2.4.1 The original proposal shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.

2.4.2 For each proposal, the consortium shall prepare the number of copies indicated in Appendix "A". Each Technical Proposal shall be marked '**ORIGINAL**' or "**COPY**" as appropriate. If there are any discrepancies between the original and the copies of the proposal, original shall govern.

2.4.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICALPROPOSAL,**": and shall bear the submission address and other information indicated in the Appendix "A" and warning, "**DO NOT OPEN,EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**"

2.4.4 Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.

2.5 Proposal Evaluation General

2.5.1 From the time the bids are opened to the time the Contract is awarded any effort by any firm to influence the outcome of proposal evaluation, proposal comparison or Contract award decisions shall result in the rejection of the consultant's proposal.

2.5.2 The evaluation shall comprise preliminary evaluation, technical proposal evaluation and due diligence.

2.6 Evaluation of Technical Proposal

2.6.1 Preliminary/ Mandatory Requirements

Each firm in the consortium must submit the following:

- a) Current tax compliance Certificate.
- b) Copy of Certificate of Incorporation or Registration of Business Name from the Registrar of Companies. This should include change of particulars where applicable.
- c) Proof of registration with relevant professional bodies.

Further the consortium must provide the following;

- i) Joined Signed Agreement between all the firms in the consortium and witnessed by a Commissioner of Oaths in one form.
- ii) Audited and signed Accounts for the last three years for the lead consultant
- iii) Technical submission form duly signed by all the Consulting firms in the Consortium.
- iv) Completed serialized/paginated and properly bound RFP documents

Failure to submit any item under this section shall lead to automatic disqualification.

Each firm in the consortium should provide duly completed Confidential Business Questionnaire.

2.6.2 Evaluation of Technical Proposal

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

Evaluation Criteria	Points
<p>Composition and Organisation structure of the consortium team.</p> <p>Specific experience of the Consortium team must include:</p> <ol style="list-style-type: none"> 1. Experience in project restoration and conservation of historical sites and buildings with emphasis on cultural heritage, design for public spaces and waterfront projects. 2. Examples of projects designed for public space and Waterfront projects. 3. Experience in planning projects with evidence of at least two relevant and successful projects within the last 10 years indicating project name, value and specific role of the consortium team members. 4. Experience in structuring public space and urban projects, including urban space management strategies, branding, public stakeholder engagement, urban design, landscape design, etc. 	30
<p>Technical Adequacy:</p> <ol style="list-style-type: none"> 1. Demonstrate an understanding of the site, the terms of reference on the assignment with respect to a design approach, project structuring and finance and implementation strategy. 2. Proposed Methodology and Work plan from inception to Implementation 3. Provide any proposals and suggestions to improve the terms of reference and project implementation plan. 4. Ability to mobilize and implement a fast track project program. 	40
<p>Team Competence, relevant experience and qualifications:</p> <p>The minimum key professional staff in the proposed consortium for the assignment shall include: Architects, Quantity Surveyors, Engineers (Civil & Structural), wildlife experts and environmental consultants, who must be Kenyan</p>	30

<p>registered and practising professionals. The key professional staff may associate with other consultants both locally and internationally, that have relevant experience to this assignment. The consortium may also propose other consultants that it thinks are relevant to this assignment.</p> <p>The minimum required experience of the key consortium team members;</p> <ol style="list-style-type: none"> 1. The lead consultant of the consortium must be a Kenyan registered architectural firm and a member of the Board of Registration of Architects and Quantity Surveyors. The team leader from the lead consultant of the consortium must have experience, restoration and conservation projects with at least 15 years post registration experience in Kenya. 2. The lead project quantity surveyor must be a Kenyan registered quantity surveyor firm and a member of the Board of Registration of Architect and Quantity Surveyors. The lead quantity surveyor must have experience in both public and private sector projects with at least 10 years post registration experience in Kenya. 3. The lead project civil and structural engineer must be a Kenyan registered civil and structural engineering firm and a registered member with the Engineers Registration Board in Kenya. The lead project civil engineer must have experience in both public and private sector projects with at least 10 years post registration experience. 4. The lead project environmental consultant must be a registered environmental consultant with the National Environmental and Management Agency (NEMA) with at least 5 years post registration experience and preferably with experience in projects of similar nature. 5. The lead Urban Planner must be a Kenyan registered planner and a registered member with the Planners Registration Board in Kenya. The lead planner must have experience in both public and private sector projects with at least 10 years post registration experience 6. Other experts/ wildlife specialists/ consultants proposed for the assignment must be professionals with at least 5 years working experience for works of similar size and nature. <p>TOTAL POINTS</p>	<p></p> <p></p> <p></p> <p></p> <p></p> <p></p> <p></p> <p></p> <p></p> <p>100</p>

Each responsive proposal will be given a technical score (TS). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of reference or if it fails to achieve the minimum technical score indicated in the Appendix "ITC".

2.7 Due Diligence

The Consortium/ consultant with the highest technical score will be subjected by the Client to due diligence as a final part of the evaluation exercise.

2.8 Negotiations

Negotiations will be held at the same address as "address to send information to the Client" indicated in the Appendix "A". The aim is to reach agreement on all points and sign a contract.

- 2.8.1 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. 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 "Descriptions 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
- 2.8.2 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 2.8.3 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 actually be 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.

2.8.4 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.

2.8.5 The procuring entity shall appoint a team for the purpose of the negotiations.

2.9 Award of contract

2.9.1 The Contract shall be signed following successful negotiations and provision of appropriate Professional Indemnity Cover by each of the members of the Consortium.

2.9.2 The selected consortium is expected to commence the assignment on the date of signing the contract.

2.9.3 The parties to the contract shall have it signed not earlier than 14 days from the date of notification of contract award unless there is an administrative review request.

2.9.4 The procuring entity may at any time terminate procurement proceedings before contract execution and shall not be liable to any person for the termination.

2.9.5 The procuring entity shall give prompt notice of the termination to the tenderers and give its reasons for termination.

2.9.6 To qualify for contract signing, each of the firms within the consortium 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.

(e) Must be tax compliant.

2.10 Confidentiality

2.10.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.

2.11 **Corrupt or fraudulent practices**

- 2.11.1 The procuring entity requires that the consultants observe the highest standard 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.
- 2.11.2 The procuring entity will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.11.3 Further a consultant which is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

2.12 **Restriction on entering into related Contracts**

The consortium/consultant selected to carry out the assignment shall ensure that each firm in its consortium shall not enter into any other contract for the procurement of goods or works that follows from or is related to the original contract.

- 2.13 The method of selection is: **Request For Proposal (RFP)**

Appendix to information to consultants (Appendix A)

The following information for procurement of consultancy services and selection of Consultants shall complement or amend the provisions of the information to consultants, wherever there is a conflict between the provisions of the information to consultants and the provisions of the Appendix, the provisions of the appendix herein shall prevail over

Clause Reference

2.14 The consultants are invited to submit a Technical Proposal only, as specified in the Appendix "A" for consulting services required for the assignment named in the Letter of Invitation (section I). The highest ranked firm of the technical proposal shall be invited to negotiate and enter into a contract on the basis of Cap 525 and Conditions of Engagement and Scales of Fees for Professional Services for Building Works, 1987 Edition and any amendments thereto prepared by the Ministry of Public Works. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.

2.15 A mandatory pre-tender site visit on 18th and 19th June, 2020 on the site in Naivasha and Nairobi.

2.16 The Client will provide the following inputs:

- **Project brief**
- **Ownership documents**
- **Access to proposed site**
- **Contract implementation team**

The name, objectives, and description of the assignment are: as per the Terms of Reference (T.O.R).

2.17 The address (es) and telephone numbers of the Client are:

Principal Secretary,

State Department for Tourism,
Ministry of Tourism and Wildlife,
P.O Box 30027 -001000, Nairobi.

Tel No. 254 20 315001/2-4

Email: procurement@tourism.go.ke

- 2.18 The minimum required experience of proposed key professional staff is as per clause III of the terms of reference, proof of such registration with the relevant professional body and current licenses.
- 2.19 For each proposal the candidates shall prepare the proposal in an **ORIGINAL AND A COPY**. Each Technical proposal shall be marked "ORIGINAL" AND 'COPY as appropriate. If there are any discrepancies between the original and copy of the proposal, the original shall govern.
- 2.20 The original and the copies of the Technical proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL". The envelope shall be placed in an outer envelope and sealed. The outer envelope shall bear the procuring entity's address and other information indicated in the appendix to the instructions to candidates and clearly marked "DO NOT OPEN" before **26th June, 2020, 11.00 a.m.**(East Africa time).
- 2.21 The completed Technical Proposals must be delivered at the submission address on
or
Before **26th June, 2020 at 11.00a.m** to the Client's address:

Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.
- 2.22 After the deadline for submission of proposals, the technical proposals shall be opened immediately by the opening committee.
- 2.23 The evaluation committee appointed by the procuring entity to evaluate the technical proposals shall carry out the evaluation following the criteria set out in the terms of reference.
- 2.24 The minimum technical score shall be 80%. The bidder with the highest evaluated technical score above the set minimum will be invited for negotiations.

SECTION III: TERMS OF REFERENCE

3.1 Background

The Ministry of Tourism and Wildlife, is seeking the services of a Consortium of consultants for the preparation of designs and Management for the development of the Lake Naivasha Waterfront and KICC pre-fabricated Convention Centre.

Around the world waterfront areas are valued both by residents and visitors, often attracting large number of tourists to enjoy the local atmosphere, food and culture. The development of Lake Naivasha Waterfront and can be developed into a vibrant and financial viable area, combining leisure with conservation and commercial activities, and at the same time embrace the culture and history of the area and the region overall. In this sense, the redevelopment potential of the area is deemed high.

KICC pre-fabricated Convention Centre will boost the hosting of major conferences in the country. The primary purpose of prefabrication is to produce building components in an efficient work environment with accesses to specialized skills and equipment in order to reduce cost and time expenditures on the site while enhancing quality and consistency.

It is envisioned that the development of Lake Naivasha Waterfront and KICC pre-fabricated Convention Centre if properly planned and designed, can play a strategic role in providing a network of attractive public open space both residents and visitors to Nairobi and Naivasha as an attractive leisure and business destination.

The outcome of this exercise will be as follow:

- A review and proposal of interventions that should be considered for the overall Lake Naivasha waterfront project and KICC pre-fabricated Convention Centre to be re-organised and re-planned taking into cognisance of the opportunities available and potentially explore its expansion.
- Designs and tender documents for the Lake Naivasha waterfront and KICC pre-fabricated Convention Center will focus on high impact, immediate intervention construction projects that kick starts the waterfront vision, that can be commenced immediately.

3.2 PLANNING AREA

1. Lake Naivasha waterfront project

The Lake Naivasha waterfront is set to be developed along the shores of Lake Naivasha. Lake Naivasha is one of the freshwater lakes in the Great Rift Valley. It is one of the best places to visit in Naivasha, to see the lake's dense population of hippos and birds. Hotels near Lake Naivasha include Lake Naivasha Sopa Resort, Naivasha Kongoni Lodge and Resort among others.

Naivasha lacks a well-coordinated network of leisure and holiday activities. There is need to revitalize the waterfront into a new design in order to improve product quality while offering lucrative visitor services and experience in the area. This will enhance the image of Naivasha while giving it a new look.

Thus, Lake Naivasha Waterfront aims at positioning Naivasha as a socio-ecological zone by providing social, educational, recreational and sustainable leisure and holiday activities. This will be realized through a well facilitated environment in terms of resources identity, social status, accessibility and activity connections, and enhancement of waterfront experience.

In a nutshell the waterfront is intended to;

- Protect and expand the fishing and tourism economies on the Lake Naivasha beach.
- Enhance public accessibility to the beach at selected points
- Provide ideal location for rich history and natural attractions centres.

2. KICC pre-fabricated Convention Centre

The KICC pre-fabricated Convention Centre is set to be developed on the KICC COMESA grounds in Nairobi. The KICC compound consists of expansive ground that can accommodate an expansive 15,000 sq m prefabricated convention center with a capacity hosting over 5,000 delegates, having hosted some of the largest ever exhibitions to be held in Kenya over the years. Establishing the center shall transform Kenya's ability to secure major new events while giving KICC the capacity to be better host of multiple local and international meetings, incentive, conventions and events.

3.2 Objectives of the assignment

3.2.1. Lake Naivasha Waterfront

The overall objective of the consultancy is the preparation of designs for the Lake Naivasha Waterfront, to a world class, well planned and designed, commercially viable area while conserving and celebrating the surrounding environment and culture.

The waterfront development must promote and enable several objectives including;

- Design the Waterfront as an attractive, safe, and fully pedestrianized area with high quality public open spaces.
- Existing vegetation of significance is to be preserved.
- Ensure economical viability of activities in the area
- Improvement of pedestrian experiences by proposing ways of integrating the waterfront development with public commuter transport networks, both existing and new

3.2.2. KICC pre-fabricated Convention Center

- Expanding tourism productivity and competitiveness
MTP identifies productivity and competitiveness improvement programmes as a necessary enabler of the government big four agenda and a key ingredient to job creation and economic development. Kenya has a large potential for business and conference tourism as a major product, owing to its location and ease of international connections. To harness this huge potential, there is need to build ultra-modern conventions/conference complex. Expanding tourism calls for investments that will in turn have impacts upon the economy. This will be achieved by upgrading and/or building new conference facilities with possible location in the cities.
- Establishing modern ultra-modern convention centre
To woo the investors to bring meetings, incentives, conferences and events to Kenya there is an urgent need for local industry players to adopt sustainable tourism policies and for the government to incentivize and invest in new convention facilities as well as market the country as a meetings destination with international standards. Establishing a modern MICE center in Nairobi, that is least costly and in the shortest time is the most probable and effective strategy for the tourism industry in order to boost conference tourism in Kenya. The existing structural gap informs a strategic intervention for the government to establish a prefab convention center at the KICC grounds.

3.3 SCOPE OF DESIGN AND SUPERVISION SERVICES

3.3.1. PHASE ONE: PRELIMINARY FRAMEWORK

- **Context Analysis**

The Consultant shall review relevant background material. The Consultant must familiarize itself with the wider planning area in the context of past and current planning initiatives.

Relevant desktop studies are to be undertaken in order to establish complimenting conditions or deficits in terms of, but not be limited to:

- Natural Environment
- Existing and Surrounding Land Use and Existing Developments
- Cultural Heritage
- Housing
- Movement Networks
- Educational Institutions
- Parks and Recreational Facilities
- Other Community Infrastructures
- Services status and utilities

The consortium to be engaged will be expected to conduct the necessary key stakeholder and end-user surveys, obtain requisite maps and if necessary undertake or commission such topographical and geotechnical surveys. It will be deemed that that the consortium will ensure that this assignment and its components will comply to all legal and regulatory requirements.

- **Design Intention**

Define and refine interventions that should be considered for the overall Lake Naivasha Waterfront and KICC pre-fabricated Convention Center. Define design principles and concepts to help guide sustainable land use scenarios and provide guidelines for the development in general.

- **Preparation of Preliminary Conceptual Design**

The Consultant shall prepare a preliminary project brief on the architectural and engineering options, conservation, social-economic and environmental issues, and other requirements for the first phase of the project focused on the development of the Lake Naivasha Waterfront and KICC pre-fabricated Convention Centre. The proposed interventions will form the basis for subsequent actions and detailed designs. The consultant shall prepare preliminary project concept, cost estimates and project program for discussion.

Details to be provided for each project concept shall include: elevations, perspectives and aesthetics of the facilities; performance characteristics of the proposed facilities and infrastructure and social- economic impact of the proposed facilities.

- **Environmental Study**

Prepare an Environmental Impact Assessment report for the immediate study of the environmental impact of the chosen development scenario, including but not limited to conservation aspects, stakeholder management, marine biodiversity preservation and conservation, socio-economic benefits, etc.

Based on the concept selected after above stakeholder review, the Consultant shall develop a final project brief for the approval of the Client.

3.3.2. PHASE TWO: INTERVENTION PLAN AND PHASE 1 FINAL DESIGNS

Based on the overall the Lake Naivasha Waterfront and KICC pre-fabricated Convention Centre intervention plan design Concepts, first phase design proposals and, the Consultant shall prepare to sufficient detail the Comprehensive Project Management Plan (CPMP) that will include a proposed roll out strategy for the entire project and detailed final designs for the Phase 1 project.

The Intervention Plan and Phase 1 final design drawings will include but not limited to:

- the overall design intention
- functional and character diagrams
- movement systems, traffic and parking studies
- massing / volumetric studies & diagrams
- location of stages/ phasing
- the sustainability strategy for the area
- Design Concepts for the buildings/ kiosks within the area, both existing and future developments.
- Landscape Design Concepts for the public spaces for the Phase 1 project that includes streets, parks/squares and walkways.
- Conservation and preservation strategy

After completion of the above, the Consultant shall prepare scheme design reviews (architectural) and preliminary drawings (engineering) for the phase 1 projects presented in appropriate scales, showing in more details the site layout and spatial arrangements and appearances of the proposed buildings, structures and infrastructures for discussion and approval by the Client.

Based on the preliminary /schematic designs and review, the Consultant shall prepare preliminary cost estimates for the facilities to guide subsequent decisions, process and actions.

Detailed Designs

Based on the above approved schematic designs and identified initial construction phasing of the first phase project, the consultant shall prepared detailed

engineering/architectural designs, the consultant shall prepare a detailed Bills of Quantities (priced in Kenya Shillings). The BQs shall clearly indicate all major items of construction under separate sub-sections. The Consultant shall make adequate provisions in the BQ for preliminaries, compensations, material test/quality control, supervision facilities and environmental costs.

Preparation of Bidding Documents

Based on the approved initial construction phasing of the first phase project Detailed Design Report, the Consultant shall prepare and submit to the Client, bid/tender documents consisting of bid notices, instructions to bidders, bid data, evaluation methodology and criteria, bidding forms, statement of requirements, conditions of contract (general and special) all in accordance with Public Procurement and Asset Disposal Act 2015. In addition, the Consultant shall provide the Client technical support to procure the contractor(s) during the tendering process.

The technical support will include assistance to the Client in the following areas; responding to requests for clarification of the bidding documents, managing the site inspection and pre-tender meeting, opening and evaluation of bids, preparation of Bid Evaluation Report, preparation of the works contract documents and contract negotiations.

3.3.3. PHASE THREE: PROJECT IMPLEMENTATION

Construction Works Supervision and Project Management

The Consultant shall be fully responsible for the supervision of the construction works for the identified initial construction phasing of the first phase project. The services under this phase shall only commence after successful implementation of the services described in stages 1, 2 and 3.

The Consultant shall appoint a representative (Team Leader) and experienced resident staff who will be assigned to supervise all the site works to final successful completion of the contract. The Consultant's duties and responsibilities shall therefore include, but not limited to, the following: -

- (i) Ensure that the Contractor mobilizes and supplies to the contract all plant, equipment and machinery that has been committed in the tender and ensure that all such items of plant remain on the contract until their release has been authorized.
- (ii) Approve the Contractor's work program, method statements, and material sources.
- (iii) Ensure that quality of materials brought to the site and quality of construction activities is compliant to with requisite specifications.
- (iv) Ensure the Contractor establishes testing laboratories and testing procedures including Quality Management System.
- (v) Conduct regular site inspections and prepare minutes and/or reports of the same.

- (vi) Prepare and submit reports as defined in the terms of reference
- (vii) Prepare regular financial reports related to progress of the project.
- (viii) Approve and/ or issue working drawings, approve the setting out of the works and give instructions to the contractor.
- (ix) Maintain records, correspondences and diaries
- (x) Verification of Contractors monthly statements, claims and other documents to ensure compliance with contract.
- (xi) Inspect the works at appropriate intervals during the defects liability period and certify the defects liability certificate for issuance by the Client.
- (xii) Assessment of claims notified by the Contractor and potential claims and advises the Client on the appropriate action.
- (xiii) Ensure the Contractor introduces, establishes and maintains appropriate and mandatory health and safety measures and procedures on site.
- (xiv) Carry out valuations of work done and completed and issuance of interim payment certificates for the Client's approval.
- (xv) Carry out all administration work related to the project supervision requirements.
- (xvi) Prepare and submit "as-built" drawings, together with the Final Completion Report for the project.

- (xvii) Prepare and submit detailed inventories on all the facilities including buildings, roads, drainage structures, traffic signs and all other basic construction details.

- (xviii) After issuing Certificate of practical Completion, the Consultant shall during the Defects Liability Period:
 - Check the completed works section by section
 - Supervise the construction of the outstanding works and/or remedial works and issue necessary approvals; and
 - One month before the end of the defects liability period, carry out joint inspection of the remedied/ completed works along with the Contractor's Representatives and those of the Client, and if found satisfactory, issue a Completion Certificate and thereafter prepare for commissioning of the facility and takeover. The Consultant shall then prepare a Final Certificate of Payment to the Contractor and a Final Statement of Account and make recommendations for the release of outstanding Contractor's bonds, guarantees, and retention monies.

- (xix) At the end of the defects liability period, the Consultant shall secure and compile maintenance and operational manuals, occupational permits, fire protection certificates, Utility Inspector's Certificate for proper commissioning of the completed built premises.

3.4 Time Frame

The interventions that should be considered for the overall Lake Naivasha Waterfront and KICC pre-fabricated Convention Centre and the Project Implementation plan that includes designs high impact and immediate interventions that could kick start and set

the tempo for the long term development of the Waterfront should be received in within two months after signing of the contract.

Subsequently the implementation program and roll out will be agreed with the consultant during the course of the project program.

3.5 Consultant's Team

The Consulting firm shall provide a team who are registered/ accredited with a body officially recognized in the country of origin of the individual consultant. As a minimum, the team will comprise professional staff with the following qualifications and competencies:

Team Competence, relevant experience and qualifications:

The minimum key professional staff in the proposed consortium for the assignment shall include: Architects, Quantity Surveyors, Engineers (Civil & Structural), urban planning and environmental consultants, who must be Kenyan registered and practising professionals. The key professional staff may associate with other consultants both locally and internationally, that have relevant experience to this assignment. The consortium may also propose other consultants that it thinks are relevant to this assignment.

The minimum required experience of the key consortium team members;

1. The lead consultant of the consortium must be a Kenyan registered architectural firm and a member of the Board of Registration of Architects and Quantity Surveyors. The team leader from the lead consultant of the consortium must have experience, restoration and conservation projects with at least 15 years post registration experience in Kenya.
2. The lead project quantity surveyor must be a Kenyan registered quantity surveyor firm and a member of the Board of Registration of Architect and Quantity Surveyors. The lead quantity surveyor must have experience in both public and private sector projects with at least 10 years post registration experience in Kenya.
3. The lead project civil and structural engineer must be a Kenyan registered civil and structural engineering firm and a registered member with the Engineers Registration Board in Kenya. The lead project civil engineer must have experience in both public and private sector projects with at least 10 years post registration experience.
4. The lead urban planner must be a registered member with the Planners Registration Board in Kenya. The lead project urban planner must have at least 10 years post registration experience
5. The lead project environmental consultant must be a registered environmental consultant with the National Environmental and

Management Agency (NEMA) with at least 5 years post registration experience and preferably with experience in projects of similar nature.

6. Other experts/ specialists/ consultants proposed for the assignment must be professionals with at least 5 years working experience for works of similar size and nature.

3.6 Counterpart Facilities and Services

The Client will make available to the Consultant, the following data, documents and information:

- (a) Project Coordinator, who will form the contact-point for communication between the client and other stakeholders.
- (b) Communication and coordination necessary for processing and release of payments by the Client.
- (c) Provide a site and any clearances or other action necessary relating to land lease for the target plot.

Except for what is listed above, no facilities or resources will be supplied by the Implementing agency. Offices and transport, for the consultant's full-time staff (all furnished and equipped together with appropriate services, maintenance and consumable stores) for the assignment will be provided through works contracts.

3.7 TERMS OF PAYMENT

Terms of payments shall be as per the **“CONDITIONS OF ENGAGEMENT AND SCALES OF FEES FOR PROFESSIONAL SERVICES FOR BUILDING AND CIVIL ENGINEERING WORKS SECOND EDITION (1987) PART 1 – BUILDING WORKS AND ANY AMENDMENTS THERETO PREPARED BY THE MINISTRY OF PUBLIC WORKS”**.

Bidding firms must provide a statement of capability indicating that they are qualified to perform the service.

1.1 Payment to the firm

The consultant's remuneration shall be as per the conditions of Engagement and Scales of Fees for Professional Services for Building and Civil Engineering works, Second Edition (1987) part I- Building Works and any amendments thereto prepared by the Ministry of Public works.

Payments will be made to the Consultant and according to the payment schedule stated in Conditions of Engagement and scales of fees for professional Services for Building and Civil Engineering works, Second Edition (1987) part I-Building works and any amendments thereto prepared by of thereto prepared by the Ministry of Public works. All payments shall be made after the conditions for such payments have been met and the Consultants have submitted an invoice to the Client specifying the amount due.

SECTION IV: TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

1. In preparing the technical Proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all required information shall be at the consultants own risk and may result in rejection of the consultant's proposal.
2. The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.
3. The technical proposal shall not include any financial information.

Detailed Evaluation of Technical Proposal: Score Sheet

Minimum Technical Score required to pass: 80 Points		
Evaluation Criteria		Points
1	Composition and Organisation structure of the consortium team. Specific	TOTAL
27		

	experience of the Consortium team must include:	POINTS: <u>30</u>
	1. Experience in projects, restoration and conservation of historical sites and buildings with emphasis on cultural architecture, design for public spaces and waterfront projects.	10
	2. Examples of projects designed for public space, and waterfront projects.	5
	3. Experience in master-planning projects with evidence of at least two relevant and successful projects within the last 10 years indicating project name, value and specific role of the consortium team members.	10
	4. Experience in structuring public space and projects, including urban space management strategies, branding and place making strategies, public stakeholder engagement, urban design, landscape design, etc.	5
2	Technical Adequacy:	TOTAL POINTS: <u>40</u>
	1. Demonstrate an understanding of the site, the terms of reference on the assignment with respect to a design approach, project structuring and finance and implementation strategy.	20
	2. Proposed Methodology and Work plan from inception to implementation	10
	3. Provide any proposals and suggestions to improve the terms of reference and project implementation plan.	5
	4. Ability to mobilize and implement a fast track project program.	5
3	Team Competence, relevant experience and qualifications: The minimum required experience of the key consortium team members;	TOTAL POINTS: <u>30</u>

1. The lead consultant of the consortium must be a Kenyan registered architectural firm and a member of the Board of Registration of Architects and Quantity Surveyors. The team leader from the lead consultant of the consortium must have experience in master

	planning, restoration and conservation projects with at least 15 years post registration experience in Kenya.	
2.	The lead project quantity surveyor must be a Kenyan registered quantity surveyor firm and a member of the Board of Registration of Architect and Quantity Surveyors. The lead quantity surveyor must have experience in both public and private sector projects with at least 10 years post registration experience in Kenya.	5
3.	The lead project civil and structural engineer must be a Kenyan registered civil and structural engineering firm and a registered member with the Engineers Registration Board in Kenya. The lead project civil engineer must have experience in both public and private sector projects with at least 10 years post registration experience.	5
4.	The lead project environmental consultant must be a registered environmental consultant with the National Environmental and Management Agency (NEMA) with at least 5 years post registration experience and preferably with experience in projects of similar nature.	2
5.	The lead urban planner must be a registered member with the Planners Registration Board in Kenya. The lead project urban planner must have at least 10 years post registration experience	3
6.	Other experts/ wildlife experts/specialists/ consultants proposed for the assignment must be professionals with at least 5 years working experience for works of similar size and nature.	5
Note: Provide Registration Certificate and current practising license with relevant registration boards.		

TOTAL POINTS: 100

Each responsive proposal will be given a technical score. The proposal that shall have satisfied the mandatory requirements, scored the highest points and passed due diligence process will be recommended for Award. Upon Award, the client will promptly notify other consortiums that they were unsuccessful. The successful bidder shall be invited for negotiations.

Notes on the Criteria

i) Specific experience of the consultants related to the assignment

The proposal should clearly demonstrate the experience of the individual firms within the Consortium/consultant in carrying out work of similar nature, cost and magnitude. The Consortium/consultant should bear in mind that the proposed project consists of preparation of project implementation plan for the proposed Lake Naivasha Waterfront and KICC prefabrication Information under this item should be clearly indicated on the “Firms References Form” under section V (5.2) of this document.

ii) Adequacy of the Proposed Work Plan and Methodology

The proposal should present the methodological approach and the programme of works in such a way that their suitability in regard to the Terms of Reference can be assessed and they can be compared with other proposals. This includes a statement of the works organizational plan and the logistics.

The text should clearly state how the project activities are to be undertaken, the resources to be utilized and how the work is to be allocated among the Consortium members/consultant. It should also state how the Consortium/ consultant will co-ordinate various activities with the Client and other relevant parties. The Consortium/consultant should also describe the control and monitoring systems that they intend to employ to ensure successful completion of the project in terms of quality, time, cost, energy efficiency and any new innovations. Information under this item should be clearly indicated on the “Description of the Methodology and Work Plan for Performing the Assignment” under section V (5.4) of this document.

iii) Qualification and competence of the Key Staff for the assignment

The biographical data on the personnel should have a cover sheet containing a summary and include here or in the text brief statements by the applicants on their suitability for the envisaged work and function.

Information under this item should be clearly indicated on the “Format of Curriculum Vitae (CV) For Proposed Professional Staff” form under section V (5.6) of this document.

SECTION V - BID FORMS

Each firm within the consortium shall be required to provide its own separate forms duly filled and signed.

These standard forms shall include:

1. Technical proposal submission form
2. Firm's references
3. Comments and suggestions of consultants on the Terms of reference and on data, services and facilities to be provided by the procuring entity
4. Description of the methodology and work plan for performing the assignment
5. Team composition and Task assignments
6. Format of curriculum vitae (CV) for proposed Professional staff
7. Time schedule for professional personnel
8. Confidential Business Questionnaire
9. List of currently on-going projects

5.1 Technical Proposal Submission Form

(Lead Consultant's Letter Head)

[_____ Date]

To: _____ [Name and address of Client)

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for _____

_____ [Title of consulting services] in accordance with your Request for Proposal dated _____ [Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal. Members of our consortium include the following firms: [indicate Name of Firm; Name and title of signatory]

1. Architectural Services.....*Authorized Signature*]:
2. Quantity Surveying Services.....*Authorized Signature*]:
3. Mechanical Engineering Services.....*Authorized Signature*]:
4. Electrical Engineering Services.....*Authorized Signature*]:
5. Civil/Structural engineering Services..*Authorized Signature*]:
6. Landscape Architecture Services.....*Authorized Signature*]:
7. Environmental Impact Assessment Services.....*Authorized Signature*]:
8. Interior Design Services *Authorized Signature*]:

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:]*

5.2 Firm's References

Relevant Services Carried out 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.

Provide client recommendation/confirmation letters.

Assignment Name:		Country:	
Location within Country:		Professional Staff provided by your Firm or Entity (profiles):	
Name of Client:		Client's contact person for the assignment.	
Address:		No. of Staff-months; Duration of Assignment:	
Start Date (Month/Yr)	Completion Date (Month/Yr)	Contract Value of project (in Current Ksh):	
Name of Associated Non-state actors, If Any:		No. of Month 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: _____

5.3 Comments and Suggestions of Consultants on the Terms of Reference and on Data, Services and Facilities to be Provided by the Procuring Entity

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the Data, services and facilities to be provided by the Client:

- 1.
- 2.
- 3.
- 4.
- 5.

5.4 Description of the Methodology and Work Plan for Performing the Assignment

5.5 Team Composition and Task Assignments

1. Technical/ Managerial staff

Name	Position	Task

2. Support staff

Name	Position	Task

5.6 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 location].

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 organisations, titles of positions held, and locations of assignment]

Certification:

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

_____ Date _____

[Signature of staff member]

_____ Date _____

[Signature of authorized representative of the firm]

5.7 Time Schedule for Professional Personnel

Months (in Form of a Bar Chart)

Name	Position	Reports Activities	Due/	Months												Number of months	
				1	2	3	4	5	6	7	8	9	10	11	12		

Report due: _____

Activities Duration: _____

Signature: _____
(Authorised representative)

Full Name: _____

Title: _____

Address: _____

5.8 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><i>Part 1 – General:</i></p> <p>Business Name</p> <p>Location of business premises.</p> <p>Plot No..... Street/Road</p> <p>Postal Address Tel No/Mobile.E mail</p> <p>Nature of Business,.....</p> <p>Registration Certificate No.VAT Reg. No</p> <p>Maximum value of business which you can handle at any one time – Kshs.</p> <p>Name of your bankers BranchBank Account</p>																																															
<p>Part 2 (a) – Sole Proprietor</p>																																															
<p>Your name in full Age</p> <p>Nationality Country of origin</p> <p>No. of employees ID/Passport No.</p> <ul style="list-style-type: none"> • Citizenship details 																																															
<p>Part 2 (b) Partnership</p>																																															
<p>Given details of partners as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 20%;">Name</th> <th style="width: 15%;">Nationality</th> <th style="width: 25%;">Citizenship Details</th> <th style="width: 10%;">Shares%</th> <th style="width: 25%;">ID/Passport</th> </tr> </thead> <tbody> <tr> <td>No.</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>1.</td> <td>.....</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td>.....</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td>.....</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td>.....</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td colspan="5">No. of employees</td> </tr> </tbody> </table>							Name	Nationality	Citizenship Details	Shares%	ID/Passport	No.						1.					2.					3.					4.						No. of employees				
	Name	Nationality	Citizenship Details	Shares%	ID/Passport																																										
No.																																															
1.																																														
2.																																														
3.																																														
4.																																														
	No. of employees																																														
<p>Part 2 (c) – Registered Company</p>																																															

Private or Public
.....

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

Given details of all directors as follows;

Name	Nationality	Citizenship Details	Shares%
ID/Passport No.			
1.....			
2.....			
3.....			
4.....			
No. of employees			

Date Signature of Candidate
.....

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

5.9 List of Currently On-Going Projects

PROJECT NAME/ DESCRIPTION	PROJECT LOCATION	PROJECT VALUE	LEVEL OF COMPLETION	NAME AND ADDRESS OF CLIENT/PHONE	NAME OF PROFESSIONAL STAFF INVOLVED

Firm's name.....

Name and title of signatory.....

Signature.....

SECTION VI: STANDARD FORM OF CONTRACT FOR CONSULTING SERVICES

REPUBLIC OF KENYA

**STANDARD FORM OF CONTRACT
FOR CONSULTING SERVICES**

(Large Assignments)

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SPECIAL NOTES

The Client agrees to pay the Consultants following delivery of certain outputs as per the reporting requirements in the contract.

The Contract includes four parts:

Form of Contract

General Conditions of Contract

Special Conditions of Contract

Appendices.

ANNEX I - CONTRACT FOR CONSULTANCY SERVICES- Large Assignment (Lump-Sum payments)

Between

MINISTRY OF TOURISM AND WILDLIFE.

AND

[*name of the Consortium*]

Dated: _____[*date*]

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 consultants} of {or whose registered office is situated at} _____ location of office} (hereinafter called the "Consultant") of the other part.

WHEREAS

The Client has requested the Consultant to provide certain consulting services as defined in the general Conditions of contract attached to this Contract (hereinafter called the "Services");

The Consultant, 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:

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

The General Conditions of Contract;

The Special Conditions of Contract;

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-consultants

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

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

The Consultant shall carry out the Services in accordance

With the provisions of the Contract; and

The Client shall make payments to the Consultant 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 _____ {name of Consultant}

{full name of Consultant's Authorised representative} _____

{Signature} _____

{date} _____

General Conditions of Contract

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 here below;
 - (d) "Foreign Currency" means any currency other than the Kenya shillings;
 - (e) "GC" means these general Conditions of contract;
 - (f) "Government" means the Government of the Republic of Kenya;
 - (g) "Local Currency" means the Kenya Shillings;
 - (h) "Member" in case the Consultant consists of a joint venture of more than one entity, means any of these entities; "Member" means all these entities, and "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Consultant's rights and Obligations towards the Client under this Contract;
 - (i) "Party" means the Client or the Consultant, as the case may be and "parties" means both of them;

- (j) "Personnel" means persons hired by the Consultant or by any Sub-consultant as employees and assigned to the performance of the Services or by 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 Consultant pursuant to this Contract, as described in Appendix A; and
- (m) "Sub consultant" means any entity to which the consultant Subcontract any part of the services in accordance with the provisions of Clause 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 in 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 representatives 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 Representatives Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.
- 1.7 Taxes and Duties The Consultant, Sub consultant{s} and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the laws Kenya, the amount of which is deemed to have included in the Contract price.

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 may be stated in the SC. |
| 2.2 | Commencement of Services | The Consultant 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, 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
- 2.5.3 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 Consultant 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 Consultant, to be given after the occurrence of any of the events specified in this Clause;
- (a) if the Consultant 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 Consultant becomes insolvent or bankrupt;
 - (c) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
 - (d) if the Consultant, 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 anything 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 consultants (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.

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

2.6.2 By the Consultant The Consultant may terminate this Contract by not less than thirty (30) days' written notice to Client shall make the following payments to the Consultant:

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

(b) if, as a result of Force Majeure, the Consultant 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 Consultant

(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.

Obligations of the Consultant

3.1 General

The Consultant 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 Consultant 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 Consultants or third parties.

3.2 Conflict of Interests

3.2.1 Consultant not to benefit from commissions, discounts etc

- (i) Remuneration of the pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and the 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 Consultant shall use his best efforts to ensure that his personnel, any sub consultant(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 Consultant shall not engage and shall cause his personnel as well as his sub consultant(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 Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant 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 Consultant in the exercise of such procurement shall be for the account of the Client.

3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and his affiliates, as any Sub consultant 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 Consultant nor his sub consultant(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 Consultant, his sub consultant(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 Consultant

The Consultant

- (a) shall take out and maintain and shall cause any sub consultant(s) to take out and maintain, at his (or the sub consultants', 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.
- 3.5 Consultant's Actions Requiring Client's Prior Approval

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

 - (a) entering into a sun contract 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 Sub consultants").
- 3.6 Reporting Obligations

The Consultants shall submit to the Client the reports and documents as specified in the Appendix A 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 remain the property of the Client and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and documents and software. Neither Party shall use these documents without prior approval of the other Party.

Consultant's Personnel

- 4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the services of the Consultant's Key personnel and Sub consultants listed by title as well as by name in Appendix C are hereby approved by the Client.
- 4.2 Removal and/ or Replacement of Personnel

 - (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant 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 Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to client.

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

Obligations of the Client

5.1 Assistance and Exemptions

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

5.2 Chang 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 Consultant, then the remuneration and reimbursable expenses otherwise payable to the Consultant 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) and (b), as the case may be.

5.3 Services and Facilities

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

Payment to the Consultant

- 6.1 Lump-sum Remuneration The Consultant's remuneration shall not exceed the Contract Price and shall be fixed lump-sum including all staff costs, Sub consultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may 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 to additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendix D and E.
- 6.4 Terms and Conditions of Payment Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be against the provision by the Consultant 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 Consultant has submitted an invoice to the Client specifying the amount due.

- 6.5 Interest on delayed Payment Payment shall be made within Sixty (60) days of receipt of invoice and the relevant documents specified in Clause 6.4. If the Client has delayed payments beyond ninety (90) 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.

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.
- 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.

Special Conditions of Contract

This contract shall be subject to the provisions of the Conditions of Engagement and Scales of fees for professional Services for Building and Civil Engineering Works. Second Edition (1987) Part I- Building works and any amendments thereto prepared by the Ministry of Public Works save wherein such conditions are expressly excluded. Where such conditions contradict the provisions of this contract the provisions of this contract shall prevail.

Exclusions

Section 233 titled Adaptation by the Private Sector

General provisions

1.1 (h) The member in charge (also referred to as the Lead Consultant) is

_____ (name of Member)

1.4 The addresses are:

Client:

Principal Secretary,

State Department for Tourism

Ministry of Tourism and Wildlife,

P.O Box 30027-00100, Nairobi.

Tel No. 254 20 315001/2-4

Email: procurement@tourism.go.ke

Consultant: _____

Attention: _____

Telephone: _____

Telex: _____

Facsimile: _____

1.6 The Authorised representative are:

For the client: THE CHIEF EXECUTIVE OFFICER (Appointee)

(_____)

For the Consultant: _____

(_____)

Information to Consultants (ITC)

2.2 The candidates are invited to submit a technical proposal for consulting services required for the assignment stated in the letter of invitation (Section I).

2.2 The period shall be agreed between the parties in writing.

Obligations of the Consultant

3.2.3 (b)None

3.4 The risks and coverage shall be:

- (i) Professional indemnity- As defined by Client
- (ii) Loss of or damage to consultant's equipment and property.

Financial proposal standard forms- Does not apply

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 the 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 Sub-consultants

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 consultants (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:

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

Reimbursable expenditure.

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.

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

Reimbursable expenditures.

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

Appendix F- Services and Facilities Provided by the Client

ANNEX II- CONTRACT FOR CONSULTING SERVICES- Large Assignments and Small Assignments

Time -Based payments

SAMPLE CONTRACT FOR CONSULTING SERVICES

SMALL ASSIGNMENTS

TIME -BASED PAYMENTS

CONTRACT

This Agreement (hereinafter called" the contract" is entered into this _____ {Insert starting date of assignment}, by and between _____ {Insert Client's name} of {or whose registered office is situated at} _____ {Insert Client's address} {Hereinafter called "the Client"} of the one part AND

_____ (Insert Consultant's name) of (or whose registered office is situated at] _____ {Insert Consultant's address}{Hereinafter called "the Consultant"} of the other part.

WHEREAS, the Client wishes to have the consultant perform the services, (hereinafter referred to as "the Services", and

WHEREAS, the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services (i) The Consultant shall perform the services specified in Appendix A, 'Terms of Reference and scope of services,' which is made an integral part of this Contract.
- (ii) The Consultant shall provide the report listed in Appendix B, "Consultant's Reporting Obligations," within the time periods listed in such Appendix and The personnel listed in Appendix C," Cost Estimate of services, list of Personnel and Schedule of Rates" to perform the services.
2. Term The Consultant shall perform the services during the period commencing _____ {Insert start date} and continuing through to _____ (Insert completion date) or any other period(s) as may be subsequently agreed by the parties in writing.
3. Payment A. Ceiling
- For Services rendered pursuant to appendix A, the Client shall pay the Consultant an amount not to exceed a ceiling of _____ {Insert ceiling amount}. This amount has been established based on the understanding that it includes all of the Consultant's profits as well as tax obligation that may be Imposed on the Consultant. The payments made under the Contract consist of The Consultant's remuneration as defined in sub-paragraph (B) below and of the Reimbursable expenditures as defined in sub-paragraph(C) below.
- B. Remuneration
- The Client shall pay the Consultant for Services rendered at the rate(s) per man/ month spent (or per day spent or per hour spent, subject to a maximum of eight hours per day In accordance with the rates agreed and specified in Appendix C, " Cost Estimate of Services, list of personnel and Schedule of rates".
- C. Reimbursables
- The Client shall pay the Consultant for reimbursable expenses which shall consist of and be limited to:
- (i) Normal and customary expenditures for official road and air travel, accommodation, printing and telephone charges; air travel will be reimbursed at the cost of less than first class travel and will need to be authorized by the client's coordinator;
- (ii) Such other expenses as approved in advance by the Client's coordinator.

D. Payment Conditions

Payment shall be made in Kenya shillings unless otherwise specified not later than thirty (30) days following submission of invoices in duplicate to the Coordinator designed in Clause 4 here below. If the Client has delayed payments beyond thirty {30} days after the 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.

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

4. Project Administration

A. Coordinator

The Client designates _____ {Insert name} as Client's Coordinator; the Coordinator shall be responsible for the Coordination of activities under the Contract, for receiving and approving invoices for payment and for acceptance of the deliverables by the Client.

B. Timesheets.

During the course of their work under this contract, including field work, the consultant's employees, providing services under this Contract may be required to complete times sheets or any other document used to identify time spent as well as expenses incurred, as instructed by the project Coordinator.

C. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the services which will clearly identify all charges and expenses. The Client reserves the right to audit or to nominate a reputable accounting firm to audit the Consultant's records relating to amounts claimed under this Contract during its term and extension and for a period of three months thereafter.

5. Performance Standard

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 Consultants for the Client's 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 or 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 Subcontract any portion thereof without 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 this contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

FOR THE CLIENT

Full Name: _____

Title:

Signature: _____

Date: _____

FOR THE CONSULTANT

Full Name: _____

Title:

Signature: _____

Date: _____

LIST OF APPENDICES

Appendix A: Terms of Reference and Scope of services

Appendix B: Consultant's reporting Obligation

Appendix C: Cost Estimate of Services, List of Personnel and Schedule of Rates

APPENDIX C

Cost Estimate of Services, List of Personnel and Schedule of Rates

Remuneration of staff

	Name	Rate (per month/day/hour in currency)	Time spent (number of month/day/hour)	Total (currency)
(a)	Team leader			
(b)				
(c)				
	Sub-total (1)			

(2) Reimbursables

	Rate	Days	Total
(a) Air Travel			
(b) Road Transportation			
(c) Per Diem			
Sub-Total (2)			

TOTAL COST _____

Physical Contingency _____

CONTRACT CEILING _____

ANNEX III - SAMPLE CONTRACT FOR CONSULTING SERVICES - Small Assignments Lump- sum payments

SAMPLE CONTRACT FOR CONSULTING SERVICES

SMALL ASSIGNMENTS

LUMP-SUM PAYMENTS

CONTRACT

The 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 {insert office is situated at} _____ {insert Client's address}{hereinafter called "the Client"} of the one part AND

_____ {Insert Consultant's name} of {or whose registered office is situated at _____ {Insert Consultant's address}{Hereinafter called "the Client"} 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, Term of reference and scope of services," which is made an integral Part of this Contract.
 - (ii) The consultant shall provide the personnel listed in Appendix B, "Consultants 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, " Consultants Reporting Obligations."

2. Term
The Consultant shall perform the services during the period commencing on _____{Insert starting date} and continuing through to_____ {Insert completion date}, or any other Period(s) as may be subsequently agreed by the parties in writing.

3. Payment

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

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

Kshs _____ Upon the client's receipt of a copy of this Contract signed by the consultant;

Kshs _____ upon the Client's receipt of the draft 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 Consultants 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 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 deliverable by the Client and for receiving and approving invoices for payment.

B. Reports

The reports listed in Appendix C, "Consultant's Reporting Obligation," shall be 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 ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this contract that the Client considers unsatisfactory.

6. Confidentiality The Consultants 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 Material 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: _____

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.

Please acknowledge receipt of this letter of notification signifying tender acceptance.

The contract/contracts shall be signed by the parties within 30days of the date of this letter but not earlier than 14 days from the date of the letter.

You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL ARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

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) of.....dated theday of20.....in the matter of Tender Noof20.....

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: physical address.....faxes 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;

Etc

SIGNED..... (Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary public procurement Administrative Review Board on..... day of.....20.....

SIGNED

Board Secretary

SECTION VII - STANDARD CONTRACT FORM

1. Individual Professional Consultants

(Lump-sum payments)

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 consultant's clause 2.10.2

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

(Appendices A, B, and C to be prepared as appropriate)

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 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 ninety **(90)** 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 ninety **(90)** 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 A. Coordinator

Administration The Client designates _____
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 _____

2. 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*) of

.....dated the...day of20.....in the matter of Tender No.....of

.....20...

REQUEST FOR REVIEW

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

- 1.
 - 2.
- etc.

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

- 1.
 - 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on

day.....20....

SIGNED

Board Secretary

