

THE COUNTY GOVERNMENT OF WAJIR



REQUEST FOR PROPOSALS

**CONSULTANCY SERVICES FOR CADASTRAL SURVEY AND
REGISTRATION WITHIN THREE NEIGHBOURHOODS OF
WAGBERI, HALANE AND GOT-ADE WITHIN WAJIR
TOWNSHIPS**

REF: WCG/RFP/T/402/2017-2018

ADVERT DATE: THURSDAY 16TH NOVEMBER, 2017

CLOSING DATE: WEDNESDAY 29TH NOVEMBER, 2017

CLOSING TIME: 10.00 AM

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INTRODUCTION

1. This Standard Request for Proposals (SRFP) has been prepared by [WAJIRCOUNTY GOVERNMENT](#) for use in the procurement of consultancy services and selection of consultants for cadastral survey and registration within the three (3) neighborhoods of Wagberi, Halane and Got-ade in Wajir Township.

2. The SRFP includes Standard form of Contract.

3. The General Conditions of Contract should not be modified and instead the Special Conditions of Contract should be used to reflect the unique circumstances of the particular assignment. Similarly the information to consultants should only be clarified or amended through the Appendix to information to Consultants.

SECTION 1: Letter of Invitation

TO: *(Name and Address of Consultants) Date*

Dear Sir/Madam,

RE: RFP NO:.....OF THREE NEIGHBOURHOODS (1. WAGBERI 2.HALANE 3. GOT CAADE) WITHIN WAJIR TOWNSHIP.

1. **WAJIR COUNTY GOVERNMENT** invites proposals from eligible and interested consultants to provide the following services:

CADASTRAL SURVEYING of **Three neigh bourhoods (1.Wagberi 2. Halane 3.Got Caade)** that will facilitate the **County Government** to execute efficiently and effectively its mandate to **Survey and Register all Residential, Commercial and Industrial Plots** which will form the backbone of an efficient and reliable land administration and revenue collection in the county.

More details on the requirements are provided in the Terms of Reference.

3. A firm will be selected under Quality-and Cost-Based Selection (QCBS) and procedures described in this RFP.

4. **Wajir County Government** requires to develop a countywide **Land Information Management Systems** and requires the above services as a planning tool and later on for the development of a GIS.

5. The cost of the Services will be financed by **WAJIR COUNTY GOVERNMENT** and the consultant to be employed will be selected in accordance with the guidelines of the Kenya Government for the procurement of consultants. You are one of the Consultants being invited to present a proposal for the Services. For detailed information concerning the Services, please refer to the Information to Consultants “ITC”, Special Conditions under Appendix “A” and details under Terms of Reference attached hereto.

6. Bidders may undertake the Services in association with other consultants to enhance their capacity.

7. The Scope of Services for the proposed consultancy will be cadastral survey of **Three Neighbourhoods(1. Wagberi 2.Halane 3. Got Caade)** as detailed in the Terms of Reference.

8. Eligible bidders may obtain the Request for Proposal Documents (the “RFP” document) for the Project from **WAJIR COUNTY GOVERNMENT PORTAL** on www.wajir.go.ke for FREE

9. The “RFP” document can be downloaded FREE of charge from www.wajir.go.ke

10. **WAJIR COUNTY GOVERNMENT** will not be responsible for any delay, loss or non-receipt of Bid Document/RFP Document sent by post/courier. Further, **WAJIR COUNTY GOVERNMENT** shall not be responsible for any delay in submitting the completed proposal and reserves the right to accept or reject any or all applications without giving any reason(s) thereof.

11. The Bid document/RFP document contains information about the Scope of work, qualification requirements, bidding process and proposal submission process, etc.

12. The two parts of the Proposal (Technical and Financial Proposals) must be submitted in a hard-bound form separately (hard-bound implies binding between two covers through stitching or spiral bound or otherwise whereby it may not be possible to replace any page/paper without disturbing the document with all pages numbered serially, along with an index of submissions. Applicants are required to submit all information/details in the format prescribed in the document. In the event of any instructions mentioned herein having not been adhered to, **WAJIR COUNTY GOVERNMENT** reserves the right to reject the application.

13. Bidders may obtain any information from and acquire the Bid/RFP documents and deliver the Bid documents/RFP documents at the address given below:

14. All Bids/RFP must be delivered in a plain sealed envelope clearly marked **“WCG/RFP NO/WAJIR COUNTY GOVERNMENT PROPOSAL FOR CADASTRAL SURVEY AND REGISTRATION SERVICES OF THREE NEIGHBOURHOODS IN WAJIR**

15. In the event that any instructions mentioned herein are not adhered to, **WAJIR COUNTY GOVERNMENT** reserves the right to reject the application.

16. Tenders will be opened immediately after on the closing date of **Wednesday, 29th November, 2017 at 10.00 am** in the presence of the bidders’ representatives who may choose to attend the opening at the **WAJIR COUNTY GOVERNMENT HEADQUARTERS**

Q17. **WAJIR COUNTY GOVERNMENT** reserves the right to accept or reject any proposal in part or total without giving reason(s) thereto.

Yours faithfully,

**CHIEF OFFICER
LANDS AND HOUSING, COUNTY GOVERNMENT OF WAJIR
P.O BOX 9-70200
WAJIR**

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SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

1.1.1 The Client, [WAJIR COUNTY GOVERNMENT](#) who is named in **Appendix “A”** to the Information to Consultants (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 **COST & QUALITY BASED SELECTION (CQBS)**.

2.1.1 The consultants are invited to submit a Technical Proposal and a Financial Proposal, and a Technical Proposal only, as specified in the **Appendix “A”** 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.

2.1.2 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

2.1.3 The Procuring entity, [WAJIR COUNTY GOVERNMENT](#) will provide the inputs specified in the Appendix “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.

2.1.4 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) [WAJIR COUNTY GOVERNMENT](#) is not bound to accept any of the proposals submitted.

2.1.5 WAJIR COUNTY’S Executive committee members, county assembly members and their relative (spouse and children) are not eligible to participate.

2.1.6 The Tender Document can be downloaded from www.wajir.go.ke and is FREEE of charge

2.1.7 The procuring entity shall allow the tenderer to review the Tender Document free of charge before purchase.

2.1.8 Performance Security

Within ten working days after the signing of the contract, the successful consultant will place an irrevocable Performance Bond in favour of **WAJIR COUNTY GOVERNMENT** for the amount of **10% of the contract sum** or equivalent by instrument issued by a first class bank acceptable to the **COUNTY GOVERNMENT** guaranteeing the fulfillment of its contractual obligation. Before executing the performance bond, the bid security will remain in force.

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 electronic mail to the Client's address indicated in the Appendix "ITC". The Client will respond by 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 at his discretion extend the deadline for the submission of proposals.

2.3 Preparation of Technical Proposal

2.3.1 The Consultants proposal shall be written in English language

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

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

(i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other

consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.

(ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix A. The proposal shall however be based on the number of professional staff-time estimated by the firm.

(iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.

(iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.

(v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

2.3.4 The Technical Proposal shall provide the following information using the attached Standard Forms;

(i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.

(ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.

(iii) A description of the methodology and work plan for performing the assignment.

(iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.

(v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.

(vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.

(vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix “A” specifies training as a major component of the assignment.

(viii) Any additional information requested in Appendix “A”.

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms **(Section D)**. It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.

2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix “A” specifies otherwise.

2.4.3 Consultants shall express the price of their services in Kenya Shillings.

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

2.4.5 The Proposal must remain valid for 120 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

2.5 Submission, Receipt, and Opening of Proposals

2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) 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 authorised to sign the proposals

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

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

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

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

2.6 Proposal Evaluation General

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

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

2.7 Evaluation of Technical Proposal

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

	Points
(i) Specific experience of the consultant related to the assignment	(5-10)
(ii) Adequacy of the proposed work plan and methodology in responding to the terms of reference	(20-40)
(iii) Qualifications and competence of the key staff for the assignment	(30-40)
(iv) Suitability to the transfer of Technology Programme (Training)	(0-10)

Total Points 100

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

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

2.8 Public Opening and Evaluation of Financial Proposal

2.8.1 After Technical Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.

2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.

2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.

The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:-
 $Sf = 100 \times FM/F$ where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (*St*) and financial (*Sf*) scores using the weights (*T*=the weight given to the Technical Proposal; *P* = the weight given to the Financial Proposal; $T + P = 1$) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows:- $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

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

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

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

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

2.9 Negotiations

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

2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).

2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider

Substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

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

2.10 Award of Contract

2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the

shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.

2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix "A".

2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

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

2.10.5 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.10.6 To qualify for contract awards, the tenderer shall have the following:

(a) Necessary qualifications, capability, experience, services, equipment and facilities to provide what is being procured.

(b) Legal capacity to enter into a contract for procurement

(c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.

(d) Shall not be debarred from participating in public procurement.

2.11 Confidentiality

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

2.12 Corrupt or fraudulent practices

2.12.1 The procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.12.2 The procuring entity will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.12.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

INFORMATION TO CONSULTANTS

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

It is therefore critical that consultants carefully read and comply with the following requirements to be substantially responsive

Clause Reference

2.1 The name of the Client is: **WAJIR COUNTY GOVERNMENT**

2.1.1 The method of selection is: Quality and Cost Based Selection (**QCBS**)

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

The name, objectives, and description of the assignment are: ____

The Assignment's objective is to carry out planning, survey and registration of resulting parcels for purposes of obtaining ownership documents for beneficiaries of land located within the neighbourhoods of Wagberi, Halane and Got Caade in the shortest timeframe possible.

The survey outputs will be used for Registration of all Plots and also serve as a baseline for establishment of a Geographic Information System (GIS) for Wajir County Government.

2.1.3 A pre-proposal conference will be held: **NO**

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

**CHIEF OFFICER
COUNTY GOVERNMENT OF WAJIR
P.O BOX 9-70200, WAJIR.**

2.1.4 The Client will provide the following inputs:

(i). **WAJIR COUNTY GOVERNMENT** shall use its best endeavors to facilitate access to other organizations for collection of information needed for the assignment, but it remains the responsibility of the consultant to collect such requisite information, including access to necessary government documents.

(ii). **WAJIR COUNTY GOVERNMENT** shall be responsible for **site extent selection**.

iii. A liaison officer for duration of the contract will be availed by Wajir County Government department of Lands and Housing

iv. A liaison team at the head office for the duration of the assignment for training purposes

v. Workshop facilities for presentation of preliminary and final reports

2.1.5 The estimated number of professional staff months required for each of the assignments is indicated in the proposal submitted by the Consultant for the project.

The minimum required experience of proposed professional staff is as required by the Survey Act (cap 299)

2.1.6 Training is a specific component of this assignment: **YES**.

The Consultant must at its own cost transfer skills and competence to **WAJIR COUNTY GOVERNMENT** Staff to competently handle and be able to manipulate data and information, including electronic format of reports and all deliverables during the duration of the assignment.

(*The consultant is expected to indicate the amount of monies he requires to manage the training component. The consultant will use the provincial sum to pay for training tuition costs, air tickets and pay per diem to the participants. The provincial sum will be paid at actual costs.)

2.1.7 The RFP Document will be FREE and can be downloaded at Wajir County Government Portal www.wajir.go.ke .

2.4.5 **Validity Period:** The proposal shall remain valid for 120 days from the proposal submission date.

2.5.2.1 **MANDATORY REQUIREMENTS** to be included in the Technical Proposal and the details provided in the Terms of Reference under Section IV includes the following:-

A. MANDATORY REQUIREMENT			
1.	REQUIREMENT (Tick where applicable)	YES	NO
2.	Certified Copy of Valid Certificate of Incorporation / Registration		
3.	Certified Copy of a Valid Tax compliance Certificate (TCC)		
4.	Must provide a Contact address: Physical, Postal, Telephone and Email address of the Firm (Confidential Business Questionnaire)		
5.	Provide evidence of availability of key project team members and commitment of their availability throughout the project lifecycle		
6.	Provide Tender Security		
7.	Certified Copy of Certificate of Registration with professional bodies and Practicing License(Mandatory Project Team)		
8.	Litigation History (certified by commissioner of oath)		

Only Bidders who meet all the Mandatory requirement will proceed to the next stage of evaluations; Technical Evaluation stage

2.1.7 Taxes: VAT which should be shown separately from the Consultancy Fee **Will be payable by the Consultant**

2.5.2 Consultants must submit **One (1) Original** and **Two (2) additional copies** of each proposal strictly in the manner described below:-

The two parts of the Proposal (Technical and Financial Proposals) must be submitted in a hard bound form separately (hard bound implies binding between two covers through stitching or spiral bound or otherwise whereby it may not be possible to replace any paper without disturbing the document with all pages numbered serially, along with an index of submissions. Applicants are required to submit all information/details in the format prescribed in the RFP document. In the event of any instructions mentioned

herein having not been adhered to, **WAJIR COUNTY GOVERNMENT** reserves the right to reject the application.

2.5.3 The proposal submission address is:

INDICATE COUNTY GOVERNMENT ADDRESS

Information on the outer envelope should also include:

“RFP NO:.....Consultancy Services for Cadastral Survey Services for Three Neighbourhoods in Wajir County (1.Wagberi 2.Halane 3. Got Caade

2.5.4 Proposals must be submitted no later than the following date and time:

2.6.1 The address to send information to the Client is: **As per 2.5.3 above**

2.6.3 The minimum technical score required to pass: **80%**

2.7.1 Technical Evaluation Criteria

Weights Assigned for Evaluation for Technical Proposal will be based on the following Criteria:

B. TECHNICAL EVALUATION

Criteria		POINT	ATTAINED
I. Experience of the Firm		20	
1	Experience of projects of comparable size, complexity and technical specialty in similar projects	10	
2	List of own technical equipment and facilities (giving specific details of quantity, make, model, function, software, etc)	5	
3	Professional licenses or registration as required under the law to practice as surveyors in Kenya	10	
II Proposal		20	
1	Approach and Methodology	5	
2	Work Plan (including staffing schedule)	5	
3	Suitability to the Transfer of Technology Programme	5	
III. Personnel		30	
1	Team Leader	10	
2	Professional Project Staff	10	
3	Support Staff	10	
IV.Head Office support		10	
1	Back up resources	5	
2	Demonstration of financial capacity to handle large projects	5	
TOTAL SCORE		80	

Based on the evaluation of the technical proposals, the consultants shall be ranked from the highest to the lowest, in accordance with the total points obtained from the above Table.

Only Tenderers who meet a minimum score of 80% of the Technical Evaluation Criteria shall be pre-qualified for the next stage of Financial evaluation.

2.8.5 The formulae for determining the financial scores is as detailed in the Clause (2.8.5): The weights given to the Technical and Financial Proposals for each transmission line listed in the schedule are:

T=Technical (0.80)

P=Financial (0.20)

Note:

2.9.2 The assignment is expected to commence on: **The time to be indicated upon signing of the Contract for each Assignment.**

SECTION III: - TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

3.1 In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultants own risk and may result in rejection of the consultant's proposal.

3.2 The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.

3.3 The Technical proposal shall not include any financial information unless it is allowed in the Appendix to information to the consultants or the Special Conditions of contract.

SECTION III - TECHNICAL PROPOSAL

(The Consultant is expected to follow this format in submitting the proposal, clearly indicating the page numbers where the various proposal items are to be found for ease of reference)

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1. Technical proposal submission form

2. Firms 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. Activity (work schedule)

1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____ *Date*]

ADDRESS OF CONSULTING FIRM

Ladies/Gentlemen:

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

_____ [Title of consulting services] in accordance with your Request for Proposal dated _____ [Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, [and a Financial Proposal sealed under a separate envelope-where applicable].

We understand you are not bound to accept any Proposal that you receive.

We remain,

Yours sincerely,

_____ [Authorized Signature]:

_____ [Name and Title of Signatory]

:

_____ [Name of Firm]

:

_____ [Address:]

2. FIRM'S REFERENCES

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

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

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

Firm's Name: _____

Name and title of signatory; _____

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

On the Terms of Reference:

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

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

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

1. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

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

Proposed

Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ Nationality: _____
Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Certification:

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

_____ Date:

[Signature of staff member]

_____ Date;

[Signature of authorised representative of the firm]

Full name of staff member:

Full name of authorized representative:

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Months (in the Form of a Bar Chart)

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

Reports Due: _____
 Activities Duration: _____
 Signature: _____
 (Authorized representative)
 Full Name: _____
 Title: _____
 Address: _____

8. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

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

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

SECTION IV: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

4.1 The Financial Proposal prepared by the Consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc as may be applicable. The costs should be broken down to be clearly understood by the procuring entity.

4.2 The Financial Proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.

4.3 The financial proposal should be prepared using the Standard Forms provided in this part.

SECTION IV -FINANCIAL PROPOSAL STANDARD FORMS

(The Consultant is expected to follow this format in submitting the proposal, clearly indicating the page numbers where the various proposal items are to be found for ease of reference)

Table of Contents

Page

1. Financial proposal submission Form

2. Summary of costs

3. Breakdown of price/per activity

4. Breakdown of remuneration per activity

5. Reimbursables per activity

6. Miscellaneous expenses

1. FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for (_____) *[Title of consulting services]* in accordance with your Request for Proposal dated (_____) *[Date]* and our Proposal. Our attached Financial Proposal is for the sum of (_____) *[Amount in words and figures]* inclusive of the taxes.

We remain,

Yours sincerely,

_____ *[Authorized Signature]*

:

_____ *[Name and Title of Signatory]:*

_____ *[Name of Firm]*

_____ *[Address]*

2. SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s)
Subtotal		
Taxes		
Total Amount of Financial Proposal		

3. BREAKDOWN OF PRICE PER ACTIVITY

Activity NO.: _____	Description: _____
Price Component	Amount(s)
Remuneration	
Reimbursables	
Miscellaneous Expenses	
Subtotal	_____

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____		Name: _____		
Names	Position	Input (Staff months, days or hours as appropriate.)	Remuneration Rate	Amount
Regular staff				
(i)				
(ii)				
Consultants				
Grand Total				_____

5. REIMBURSABLES PER ACTIVITY

Activity No: _____ Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Air travel	Trip			
2	Road travel	Kms			
3.	Miscellaneous Travel Expenses	Kms			
4.	Subsistence Allowance	Day			
5.	Office rent/accommodation/ clerical assistance etc	Day			
	Grand Total				

6. MISCELLANEOUS EXPENSES

Activity No. _____ Activity

Name:

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs (telephone, telegram, telex)				
2	Drafting, reproduction of reports				
3.	Equipment: computers etc.				
4.	Software				
	Grand Total				

SECTION V: - TERMS OF REFERENCE (TOR)

1. General

WAJIR COUNTY GOVERNMENT invites proposals to provide the following consultancy services: Ground Control for cadastral surveys that will facilitate the County Government to execute efficiently and effectively its mandate to Survey and Register Residential, Commercial and Industrial Plots which will form the backbone for efficient and reliable revenue collection and land administration process.

2. Aims and Objectives

The Assignment's objective is to carry out planning, survey and registration of resulting parcels for purposes of obtaining ownership documents for beneficiary land located within the neighbourhoods of Wagberi, Halane and Got Caade in the shortest timeframe possible.

The survey outputs will be used for Registration of all Plots and also serve as a baseline for establishment of a Geographic Information System (GIS) for Wajir County Government.

3. Scope of Study and Methodology

The work shall entail obtaining data and carrying out cadastral surveys and processing for purposes of obtaining title deeds in collaboration with Wajir County Government. Key duties will involve:

- a) Obtaining approved physical development plans and allotment letters.
- b) Obtaining allotment letters from the National Land Commission.
- c) Surveying and demarcation of the proposed cadastral boundaries/land uses as shown in the physical development plan. **Approximately 3000 plots.**
- d) Processing of the Surveys with the Director of Surveys
- e) Processing of ownership documents with the National Land Commission

Several interactions will be done with the Ministry of Lands and/or National Land Commission to facilitate the process. Wajir County Government shall provide necessary services for the execution of the task.

4. DETAILED DESCRIPTION OF TASKS

Tasks involved shall include, but not limited to the following activities:

1. Acquisition of Physical development plans from the Department of Physical Planning in the Ministry of Lands and or Wajir County Government.
2. Obtaining an official letter of allotment from the National Land Commission with those so acquired development plans
3. Survey and delineation of these lands. Approximately 3000 plots.
4. Survey and Beacon all plots, show the beacons to beneficiaries and issue beacon certificates where applicable.
5. Registration of the survey with the Director of Surveys
6. Obtaining deed plans/RIM for the so acquired land
7. Compile the resulting survey data, field notes, computations, survey plans, and list of beneficiaries and submit them to the County Government for further action.
8. Follow up of titles with the Ministry in charge of land

Type of Assignment	Description of Task	Inputs/ Requirements	Deliverables	Time
Acquisition of LPDP and PDP's	Involves acquisition of LPDPs and PDPs from the Director of Physical Planning	Request from Wajir County Government, with letter of introduction. <ul style="list-style-type: none"> • Payment of statutory fees 	Physical Development Plan	To be proposed
Letter of Allotment				
Field demarcation and survey	Survey planning, data collection, transfer of control, demarcation, registration and approval by DoS	<ul style="list-style-type: none"> • Letter of allotment • Approved PDP • Datum Plans 	Survey computation file Survey plan	To be proposed

Approval by DoS	Presentation of survey to DoS: approval and authentication of survey and deeds plans	<ul style="list-style-type: none"> • Letter of allotment • Approved PDP • Survey computation file To be proposed • Survey Plan 	Authenticated survey plan Deed plan	To be proposed
Acquisition of Title Deed	Seeking a title deed for the urban plots/public institutions and utilities, using deed plan, LA and approved PDP	<ul style="list-style-type: none"> • Deed plan • Letter of Allotment • Approved PDP 	Title Deed	To be proposed

4. Deliverables

The deliverables shall be made as follows:

4.1 Inception report, consisting of a detailed methodology of works and a plan of execution of assignment with respect to expected timelines

4.2 Preliminary report consisting of:

- a. Literature document/ progress report
- b. Physical development plans where applicable
- c. Letter of Allotment
- d. Survey plans, prior to submission to Survey of Kenya

4.3 Draft final report consisting of:

- a. Literature document/ progress report
- b. Authenticated survey plan
- c. Deed plans

4.4 Final report

- a. Literature report/ progress report

- b. Title deed
- c. Final report

4.5 Bi-Progress report, as the case may be Where there has been no deliverable from inception of the project for a continuous period of two months, the bidder shall be expected to deliver a progress report indicating all activities undertaken during that period.

The purpose of this is to enable Wajir County Government monitor all works within the contract period relating to this assignment.

5. Delivery Period and Liquidated damage

The delivery period for the project quoted shall be **Six (6) months** from project commencement date to be indicated in the Contract Document to be executed between **Wajir County Government** and the successful Bidder for the project. If the consultant fails to comply with the Time for Completion of the whole works or, any **Neighbourhood** within the relevant time, then the consultant shall pay to the Employer an equivalent of **0.5% of contract sum** as delay damages for such default for **every week** or part of a week which shall elapse between the relevant Time for Completion and the date stated in a Taking-Over Certificate of the whole of the Works or the relevant **Centre**, subject to the applicable limit of 10% of contract sum.

6. SCHEDULE OF PAYMENT

The payment shall be made on lump sum basis and is related with progress and satisfactory completion of tasks. The schedule of payment is envisaged to be in terms of percentage basis of total agreed consultancy fee as given under with payment being made in the currency of the Tender:

Reimbursable expenses accruing to the contract shall be refundable upon provision of documentary proof agreeable to the Client where applicable.

The Lump Sum for the contract shall be as stated in the signed Tender Agreement.

The remuneration will be made according to the following Schedule of Payments:

7. OBLIGATIONS OF THE CLIENT

Wajir County Government will provide the following inputs and facilities:

- Existing location plans
- Existing survey records

Data Services

While Wajir County Government will use its best endeavours to facilitate access to other organizations for collection of information needed for the assignment, this remains the responsibility of the Consultant to access all data required for the Assignment.

Personnel

Wajir County Government shall provide the counterpart liaison personnel to facilitate the work of the Consultant(s).

8. REPORTING REQUIREMENTS

The assignment shall be carried out with respect to survey regulations. The Consultant will be overseen by the Land Surveyor from Wajir County Government under direct supervision by the Chief Officer Department of Land and Physical Planning. Timelines agreed upon must be adhered to. The reports shall be submitted in the course of the assignment and will constitute the basis for the payments

**SECTION VI:
STANDARD FORMS OF CONTRACT**

ANNEX I
LARGE ASSIGNMENTS (LUMP-SUM PAYMENTS)

NOTES

1. LARGE ASSIGNMENT _____Exceeding Ksh 5,000,000

2. LUMP-SUM PAYMENT _____Stated fixed contract sum.

ANNEX I

STANDARD FORM OF CONTRACT

FOR

CONSULTING SERVICES

Large Assignments

(Lump- Sum payment)

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CONTRACT FOR CONSULTANT'S SERVICES

Large Assignments (Lump-Sum Payments)

between

[name of the Client]

AND

[name of the Consultant]

Dated: _____*[date]*

(iv)

I. FORM OF CONTRACT
Large Assignments (Lump-Sum Payments)

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

WHEREAS

(a) 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”);

(b) 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:

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

(a) The General Conditions of Contract;

(b) The Special Conditions of Contract;

(c) The following Appendices: [**Note:** *If any of these Appendices are not used, they should be deleted from the list*]

Appendix A: Description of the Services

Appendix B: Reporting Requirements

Appendix C: Key Personnel and Sub 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

(v)

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

(a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and

(b) 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 authorized representative*] _____

[*title*] _____

[*signature*] _____

[*date*] _____

(vi)

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

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

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

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

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

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

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

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

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

(vii)

(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 Subconsultant as employees and assigned to the performance of the Services or any part thereof;

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

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

(m) "Sub consultant" means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

**1.2 Law Governing
and the
the Contract**

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

1.3 Language

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

1.4 Notices

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

1.5 Location

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

**1.6 Authorized
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.

(viii)

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 of Kenya, the amount of which is deemed to have been included in the Contract Price.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

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

2.2 Commencement of Services

The 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 Clause Contract

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

2.4 Modification

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

2.5 Force Majeure

2.5.1 Definition

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

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to

carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

(ix)

2.5.3 Extension Of Time

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

2.5.4 Payments

During the period of his inability to perform the Services as a result of an event of Force Majeure, the 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

termination to
the occurrence

The Client may terminate this Contract by not less than thirty (30) days' written notice of the Consultant, to be given after

(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 any thing of value to influence the action of a public official in the selection process or in Contract execution.

(x)

“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
by not
Consultant**

any of

The Consultant may terminate this Contract less than thirty (30) days’ written notice to the Client, such notice to be given after the occurrence of the following events;

(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.

(xi)

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.

1.2 Conflict of Interests

3.2.1 Consultant

pursuant to

Not to

Benefit from

Contractor

Commissions,

Discounts,

Etc.

(i) The remuneration of the Consultant

Clause 6 shall constitute the Consultant's sole remuneration in connection with this

the Services and the Consultant shall not accept for his own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the 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.

(xii)

**3.2.2 Consultant
this
and
Affiliates
Not to be
Otherwise
Interested in
Project**

The Consultant agrees that, during the term of Contract and after its termination, the Consultant and his affiliates, as well as any Subconsultant 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
subconsultant[s]
of
Conflicting
Activities**

Neither the Consultant nor his subconsultant[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 subconsultant[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 subconsultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

(xiii)

**3.5 Consultant's
Actions Requiring
the
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 subcontract for the performance of any part of the Services,

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

**3.6 Reporting
Obligations**

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

**3.7 Documents
prepared by
software
the Consult-
ant to Be
the Property
of the Client**

shall,

All plans, drawings, specifications, designs, reports and other documents and

submitted by the Consult-ant in accordance with Clause 3.6 shall become and remain the property of the Client and the Consultant

not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client together with a detailed inventory thereof. The

Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

3. 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 are described in Appendix C. The 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
agree, no

(a) Except as the Client may otherwise

**and/or
Replacement**

Of Personnel

(xiv)

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 the Client.

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

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

ensure

The Client shall use his best efforts to

that he provides the Consultant such assistance and exemptions as may be necessary for due performance of this Contract.

5.2 Change in the any Applicable Law

If after the date of this Contract, there is

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) or (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.

6. PAYMENTS TO THE CONSULTANT

6.1 Lump-Sum Remuneration

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs,

(xv)

Subconsultants' 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 only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price

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

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

6.3 Payment for Additional Services

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

6.4 Terms and Conditions of Payment

be
Consultant of
amount and
stated in the SC.
after the
such payment
has
specifying

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 made against the provision by the a bank guarantee for the same shall be valid for the period Any other payment shall be made conditions listed in the SC for have been met and the Consultant submitted an invoice to the Client the amount due.

6.5 Interest on Delayed Payment

documents
Client has delayed
days after the due
shall be paid to the
delay at a rate three
prevailing Central
rate for base lending .

Payment shall be made within thirty (30) days of receipt of invoice and the relevant specified in Clause 6.4. If the payments beyond thirty (30) date hereof, simple interest Consultant for each day of percentage points above the Bank of Kenya's average

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7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement

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

7.2 Dispute Settlement matters

Any dispute between the Parties as to 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.

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III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Amendments of and Supplements to Clauses in the Clause General Conditions of Contract

1.1(i) The Member in Charge is _____ [name of Member]

1.4 The addresses are:
Client: _____
Attention: _____
Telephone: _____
Telex; _____
Facsimile: _____

Consultant: _____
Attention: _____
Telephone; _____
Telex: _____
Facsimile: _____

1.6 The Authorized Representatives are:

For _____ the _____ Client:

For the Consultant:

2.1 The date on which this Contract shall come into effect
Is (_____) [date].

Note: The date may be specified by reference to conditions of effectiveness of the Contract, such as receipt by Consultants of advance payment and by Client of bank guarantee

2.2 The date for the commencement of Services is _____ [date]

2.3 The period shall be _____ [length of time].

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Note: Fill in the period, eg, twenty-four (24) months or such other period as the Parties may agree in writing.

3.4 The risks and coverage shall be:

(i) Professional Liability

(ii) Loss of or damage to equipment and property

6.2(a) The amount in foreign currency or currencies is _____ *[Insert amount]*.

6.2(b) The amount in local Currency is _____ *[Insert amount]*

6.4 Payments shall be made according to the following schedule:

- Twenty (20) percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same.
- Ten (10) percent of the lump-sum amount shall be paid upon submission of the inception report.
- Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the interim report.
- Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the draft final report.
- Twenty (20) percent of the lump-sum amount shall be paid upon approval of the final report.
- The bank guarantee shall be released when the total payments reach fifty (50) percent of the lump-sum amount.

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IV. Appendices

APPENDIX A – DESCRIPTION OF THE SERVICES

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

APPENDIX B – REPORTING REQUIREMENTS

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

APPENDIX C– KEY PERSONNEL AND SUBCONSULTANTS

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:

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

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

APPENDIX E – BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

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

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

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

APPENDIX F – SERVICES AND FACILITIES PROVIDED BY THE CLIENT