

THE COUNTY GOVERNMENT OF WAJIR



**REQUEST FOR PROPOSALS FOR CONSULTANCY
SERVICES FOR PREPARATION OF INTEGRATED
STRATEGIC URBAN SPATIAL DEVELOPMENT PLANS FOR
BUTE, ELDAS, GRIFTU AND HADADO TOWNS IN WAJIR COUNTY:**

REF: WCG/RFP/T/403/2017-2018

Advert Date: Thursday, 16th November, 2017

Closing Date: Wednesday, 29th 2017

Time: 10.00 am

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INTRODUCTION

1. This Standard Request for Proposals (SRFP) has been prepared for use by public entities in Kenya in the procurement of consultancy services and selection of consultants.
2. The SRFP includes Standard form of Contract for Large Assignments and small assignment which are for lump sum or time based payments.
3. A separate SRFP has been provided for selection of individual professional consultants.
4. The General Conditions of Contract should not be modified and instead the Special Conditions of Contract should be used to reflect the unique circumstances of the particular assignment. Similarly the information to consultants should only be clarified or amended through the Appendix to information to Consultants.
5. This SRFP document shall be used where a shortlist of consultancy firms already exist or has been obtained through a shortlist after an advertisement of Expression of Interest for Consultancy required.

SECTION I - LETTER OF INVITATION

TO: *(Name and Address of Consultants)*

Date _____

Dear Sir/Madam,

RE: *(Subject of the Consultancy)*

- 1.1 The (name of procuring entity) invites proposals for the following consultancy services *(short description of subject matter, objective and scope of the assignment)*.
- 1.2 The request for proposals (RFP) includes the following documents:
- Section I - Letter of invitation
 - Section II - Information to consultants
Appendix to Consultants information
 - Section III - Terms of Reference
 - Section IV - Technical proposals
 - Section V - Financial proposal
 - Section VI - Standard Contract Form
- 1.3 Upon receipt, please inform us
- (a) that you have received the letter of invitation
 - (b) whether or not you will submit a proposal for the assignment

**COUNTY SECRETARY
COUNTY GOVERNMENT OF WAJIR
P.O BOX 9-70200
WAJIR**

SECTION II – INFORMATION TO CONSULTANTS (ITC)

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SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

- 2.1.1 The Client named the Appendix to “ITC” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 The Procuring entity will provide the inputs specified in the Appendix “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2.1.6 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.7 The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 2.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.2 Clarification and Amendment of RFP Documents

2.2.1 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 paper mail, cable, telex, facsimile or electronic mail to the Client's address indicated in the Appendix "ITC". The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2.2 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. 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 60 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 interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorised to sign the proposals.

2.5.2 For each proposal, the 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	(10)
(ii) Adequacy of the proposed work plan and methodology in responding to the terms of reference	(40)
(iii) Qualifications and competence of the key staff for the assignment	(40)
(iv) Suitability to the transfer of Technology Programme (Training)	<u>(10)</u>
Total Points	100

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.
- 2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:-
$$Sf = 100 \times \frac{Fm}{F}$$
 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 of from the date of opening the tender.
- 2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.8.8 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price
- 2.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.9 Negotiations

- 2.9.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in the Appendix “ITC”. The aim is to reach agreement on all points and sign a contract.
- 2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- 2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.
- 2.9.6 The procuring entity shall appoint a team for the purpose of the negotiations.

2.10 Award of Contract

- 2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.
- 2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix “A”.

- 2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.10.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.10.5 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.10.6 To qualify for contract awards, the tenderer shall have the following:
- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
 - (b) Legal capacity to enter into a contract for procurement
 - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
 - (d) Shall not be debarred from participating in public procurement.

2.11 Confidentiality

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

2.12 Corrupt or fraudulent practices

- 2.12.1 The procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.12.2 The procuring entity will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.12.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to information to consultants

Note on the Appendix to Information to Consultants

1. The Appendix to information to consultant is intended to assist the procuring entity in providing specific information in relation to corresponding claims in the information to consultants included in Section II and the appendix has to be prepared for each specific consultancy.
2. The Procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the assignment of the consultancy and the proposals evaluation criteria that will apply to the RFP Consultancy.
3. In preparing the appendix the following aspects should be taken into consideration.
 - (a) The information that specifies or complements provisions of Section II to be incorporated.
 - (b) Amendments of Section II as necessitated by the circumstances of the specific consultancy to be also incorporated
 - (c) Section II should remain unchanged and any changes or amendments should be introduced through the appendix.

Appendix to Information to Consultants

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

Clause Reference

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

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:

Consultancy services for preparation of Integrated Strategic Urban Spatial Development Plans for Bute, Eldas, Griftu and Hadado towns:

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: The

Chief Officer

Department of Lands and Physical Planning

P.O. Box9-70200

WAJIR

2.1.4 The estimated number of professional staff months required for the assignment is **Twelve Months**

2.1.5 The minimum required experience of proposed professional staff is:

Lead Consultant 10 (ten) years post qualification working experience.

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

2.1.7 Taxes: [Specify *firm's liability: nature, sources of information*]:____

2.5.2 Consultants **MUST** submit an original and additional two copies of each proposal.

2.5.3 The proposal submission address is: COUNTY SECRETARY, COUNTY GOVERNMENT OF WAJIR P.O BOX 9-70200 WAJIR. Information on the outer envelope should also include: **RFP..... preparation of integrated strategic urban spatial development plans for Bute, Eldas, Griftu and Hadado towns:**

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

Wednesday, 29th of November, 2017 at 10.00 am

2.6.1 The address to send information to the Client is **P.O. Box 9– 70200 Wajir.**

2.6.2 I) 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 provided
2.	Certified Copy of Valid Certificate of Incorporation/ Registration	
3.	Certified Copy of a Valid Tax compliance Certificate	
4.	Certified Audited Accounts for the last 1(one) year	
5.	Must provide a Contact address: Physical, Postal, Telephone and Email address of the Firm (Confidential Business Questionnaire)	
6.	Provide evidence of availability of key project team members and commitment of their availability throughout the project lifecycle	
7.	Copies of Agreement between lead Bidder and Consortium Firm (For Firms bidding as a Consortium)	
8.	Provide Tender Security	
9.	Certified Copy of Certificate of Registration with professional bodies and Practicing License(Mandatory Project Team)	
10.	Litigation History	Mandatory (Must Declare

Note: All certifications must be done by a **commissioner for oaths.**

II) Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:

CRITERIA	WEIGHT
I. Specific experience of the Consultants relevant to the assignment:	10
II. Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:	20
a) Technical approach and methodology	10

	b) Work plan	5
	c) Organization and staffing	5
III.	Key professional staff qualifications and competence for the assignment:	60
	<p>a) Team Leader – Project Director (10 points) Masters degree in Urban and Regional Planning or equivalent Be registered with a relevant professional body such as the Physical Planners Registration Board. At least ten (10) years relevant professional experience in urban planning</p>	10
	<p>b) Three (3) Planners (9 points) Masters degree in urban and Regional Planning or equivalent development field; and registered by Physical Planners Registration Board At least seven (7) years professional experience in participatory urban planning and management, including policies, systems and implementation of the same</p>	9
	<p>c) Licensed Surveyor (4 points) A Licensed and Practising Land Surveyor; licensed with relevant Registration Board A degree in Land Surveying and photogrammetry with at least Ten(10) years relevant experience in digital mapping and GIS and Land Information System, Must be a member of a relevant professional body</p>	4
	<p>d) Digital Mapping Specialist (4 points) A degree in Land Surveying and photogrammetry with at least seven (7) years relevant experience in digital mapping, GIS and Land Information System,</p>	4
	<p>e) Infrastructure Planning Specialist (4 points) A degree in Engineering, Urban Planning, Architecture or related field, Minimum 7 years practical experience in urban infrastructure planning and development.</p>	4
	<p>f) Environmental Planner [4 points] Must possess advanced University Degree</p>	4

	in Environment Planning or equivalent Minimum 7 years practical experience in an urban field and be registered by a recognized environmental authority.	
	g) Social Development/Community Planning Specialist [4 points] Must possess Masters Degree in Sociology or community participatory planning or equivalent Minimum 7 years practical experience in an urban planning field.	4
	h) Architect/Urban Designer [5 points] Must possess University Degree in Architecture or urban design or equivalent Minimum 7 years practical experience in an urban planning field	5
	i) Natural resource specialist [4 points] Must possess University Degree in Architecture or urban design or Equivalent Minimum 7 years practical experience in an urban planning field	4
	j) Economist [4 points] A Degree in Development Economics with seven (7) years practical experience Advanced degree in Rural Development (will be an added advantage)	4
	k) Agriculturalist [4 points] Degree Agriculture with seven (7) years practical experience l) Livestock specialist [4 points] A Degree in livestock related field with seven (7) years practical experience	4 4
IV.	Experience in region and language	10
	Total score	100

2.6.3 The minimum technical score required to pass: **The pass mark will be 70% and all those who meet this mark will move to the next stage.**

2.7.1 The weights given to the Technical and Financial Proposals are:

- a. Technical 70%
- b. Financial 30%

2.9.2 Commencement of consulting services will be immediately after contract

signing
Location:
County Government of Wajir
Department of Lands and Physical Planning
P.O. Box 9-70200
Wajir

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 LAYOUT

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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]

To: _____ [Name and address of Client]

Ladies/Gentlemen:

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

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

We remain,

Yours sincerely,

_____ [Authorized Signature]:

_____ [Name and Title of Signatory]

:

_____ [Name of Firm]

:

_____ [Address:]

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 (Month/Year):
Name of Associated Consultants. If any:	Approx. Value of Services (Kshs)
	No of Months of Professional Staff provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:	
Narrative Description of project:	
Description of Actual Services Provided by Your Staff:	

Firm's Name: _____

Name and title of signatory; _____

(May be amended as necessary)

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.

14.DESCRPTION 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

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

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

8. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

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

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

(b). Completion and Submission of Reports

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

SECTION 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

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4A. Financial Proposal Submission Form.	
4B. Financial Proposal Summary costs	
4C. Supervision PC sums	
4D. Breakdown of price per activity	
4E. Breakdown of remuneration per activity	

4A. 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]*

4B. FINANCIAL PROPOSAL SUMMARY COSTS

Costs	Currency(ies)	Amount(s)
Subtotal (4C + 4D + 4E exclusive of taxes)		
Taxes		
Total Amount of Financial Proposal		

4C: Supervision PC Sums and Workshops

Activity No:				Activity Name	
	Description	Unit	Quantity	Unit Price	Total Amount
1.	Inception report approval (1 day Each town)	KShs	15		200,000
2.	Plan publication and documents		4		300,000
3.	8No. one day expenses for 400 invited participants be reimbursed Kshs. 1000 for transport per workshop)	KShs	400		800,000
4.	Provide for 8No. workshop expenses for 400 participants to cover venue hire, water, tea, lunch & materials	No	400		quote
5.	8No. two days accommodation	No	25	PC Sum	4,000,000

	and transportation costs for 25 number headquarter staff inclusive of meals in the project area @ Kshs. 10,000				
6.	a) Project Manager's Team, technical supervision and administrative costs for entire contract period (i.e. Project Manager, Planner, Surveyor and Cartogrpher @ Kshs. 7,000 by 10 working days a month) b) Airtime for Supervision team 10,000 per month	PC SUM	4		3,360,000
		PC SUM	4		120,000
7.	Provide the Project Office with: <ul style="list-style-type: none"> • 1 working office table and 6 offices chair • Office stationery • Beverages for 10 working days in a month throughout Contract period. 	Pc Sum			200,000
		Pc Sum			100,000
		Pc Sum			150,000

8.	2 technical retreats for	Pc Sum			1,000,000
9.	Add 10% management fee				
	Subtotal of 4C				

4D. BREAKDOWN OF PRICE PER ACTIVITY

Activity No: _____	Activity Name: _____	Unit cost in Kenya shillings (Kshs)	Description: _____
Price Component	Kenya shillings (Kshs.)		Amount(s) in Kenya shillings (Kshs.)
Staff			
Travel			
Transportation			
Premises hire			
Accommodation			
Miscellaneous Expenses			
Subtotal 4D			

4E. BREAKDOWN OF REMUNERATION PER ACTIVITY

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

All costs shall be lump sum

SECTION V: - TERMS OF REFERENCE

1.0 Introduction

The main aim of these Terms of Reference (TORs) is to guide the Consultants in preparation of the Integrated Strategic Urban Spatial Development Plan for Bute, Eldas, Griftu and Hadado Towns. The TORs shall also be used by the client as a benchmark for guiding the consultancy and the subsequent evaluation of the work accomplished.

1.1 Overview

The Constitution of Kenya 2010 has distributed planning functions to the two levels of Government. The national level is responsible for formulation of general principles of land use planning as well as capacity building and technical support to the county Governments.

The county level is responsible for county planning.

In furtherance to this responsibility the County Government Act of 2012 obligates each County Government to prepare GIS-based Integrated Strategic Urban Spatial Development Plan in respect of its various towns and urban centres in its entire area of jurisdiction. The Plans are a broad framework for organizing and coordinating development in the county for the achievement of both national and county development objectives. It also serves the purpose of enabling the county government to strengthen the coordination of development approvals and programmes and to mitigate duplication of efforts and waste of scarce resources.

The Integrated Strategic Urban Spatial Development Plan interprets the county spatial plan in terms of relevant to the county and at the same time guides the preparation of action plans.

Terms of Reference

The plan will be prepared under the following terms of reference;

1. Situation analysis across the key sectors underlying the development of the town, articulating the profiles, the issues, opportunities, challenges e.t.c as well a synopsis on the same.
2. Formulation and operationalization of Participatory framework to guide engagement throughout the plan-making phase and implementation.
3. Formulation a vision to guide the development of the town through its subscription and articulation by various actors – users, investors, administrators, tourists e.t.c
4. Digitization of map-based information for interactive utilization in the plan-making and implementation process.
5. Identify specific intervention areas appropriate for the town and prepare a spatial framework for their development;
6. Project the land requirement for various functions of the town and determine its availability for physical, social, and economic development,
7. Carry out land suitability analysis profiles for the town and determination of best use scenarios that shall inform a land use strategy and plan, including land use zoning
8. Carry out strategic environmental scoping for the town to address environmental concerns in the final plan;
9. Analysis of population dynamics, infrastructure including gap analysis;
10. Analyze urban growth trends and formulate urban growth management strategies and;
11. Propose a detailed integrated urban development plan that addresses all the challenges identified across the key sectors, including but not limited to those on socioeconomics, land use, transport, infrastructure and services, and environment.
12. Prepare a comprehensive and interactive cadastral system hence plot register for the township.

The consultant will be expected to carry out the detailed studies and analysis to come up with a plan that addresses the present and future land use and development dynamics of the towns, and more specifically with regard to section 110 of the County government Act 2012. Among studies to be undertaken include but not limited to;

- i. Analysis of the physical setting, and the Socio-economic conditions to determine the development indicators of the region;
- ii. The physical development trends and identification of their spatial requirements; and, the availability of the land and land suitability for the envisioned county growth.
- iv. It will also include the determination of the population dynamics, growth and the likely future development composition as well as identifying their spatial requirements.

2. From the above analysis, prepare detailed strategies with specific key result areas to deliver on the envisioned development structure and economy; and, for public private sector involvement in proposed projects and programmes.

3. Using participatory approach, prepare a sound spatial plan and GIS mapping for the towns which shall be in the form of a spatial plan that will guide its development, while integrating and harmonizing investments in strategic sectors and other key foundations of urban and regional development; and, inform the county authority decisions on development control.

4. Planning the towns region and its selected investment areas. Details to be shown on maps include but not limited to the following: boundaries, physical characteristics, infrastructural network and services, land uses, names and annotations, investment areas and properties.

1.2 Purpose and goal of the plan

The main task of this project is to prepare Integrated Strategic Urban Spatial Development Plan for Bute, Eldas, Griftu and Hadado Towns under the provisions of the Constitution of Kenya (2010), Physical Planning Act (Cap 286), Urban Areas and Cities Act and County Government Act (2012) among other legislations.

This project will undertake in-depth analysis of the facilities and services within the towns identified for planning. The plan is expected to secure suitable provisions for all land uses including: transportation, public purposes, infrastructure utilities and services, commercial, industrial, residential, recreational services (parks, open spaces and reserves) and equally make suitable provision for the specific control of the use and development of the land for building and other purposes.

In undertaking the assignment the consultant is expected to carry out the following activities among others;

1. Necessary consultative engagement forums
2. Relevant studies and researches
3. Outlining of policies and strategies
4. Isolate programs and projects to be undertaken
5. Develop an implementation mechanism

The overall goal of this process will be to trigger development towards an attractive, environmentally-friendly, inclusive, prosperous and vibrant town. Such a town should be functional, prosperous, inclusive, ecological friendly and attractive in its existence.

1.3 Policy and Legal context of the assignment

In preparing the plan, the consultant shall take cognizance of the following policy and legal requirements

1. The Constitution of Kenya 2010
 - Kenya Vision 2030
2. Sectoral policies such as:
 - National Land Policy
 - Agriculture Sector Policy 2010
 - National Integrated Transportation Policy among others

Provisions of Physical planning Act, County Government Act 2012 particularly sections 102

& 103 in relation to principles and objectives of county planning, Urban Areas and Cities

Act, Public Finance Management Act, EMCA, Agriculture and Food Crop Act, Water Act among others

1.4 Demographic Context

The towns to be planned (Bute, Eldas, Griftu and Hadado Towns) have population size of approximately 10,000 to 50,000 with a high concentration within the built up areas.

1.5 Geographical Context

1.5.1 Bute

Bute is located in Wajir North Sub-county of Wajir County and shares its borders with Ethiopia. The built up area covers 3km radius approximately. It serves as the Wajir North Sub-county headquarter. The area has scattered hills along Ethiopian border. The area is mostly covered with young sedimentary rocks with loamy soils. The town has poor road condition due to the numerous drainage lines that dissect them. The town and its area are categorized as agro-ecological zone IV. The town has the highest altitude in the County which stands at 460m above sea level. Due to its high altitude, it receives higher rainfall between 500mm and 700mm per annum. This enables rain fed Agriculture to be practiced on a small-scale basis. Rainfall variations are a common feature of the County, and recurrent droughts, are cyclic.

1.5.2 Eldas

Eldas is located in Eldas Sub-county of Wajir County and serves as its headquarter. The town is connected through Wajir-Moyale Road which is classified as Class C80 road passing through Eldas town and its built up area covers 3km radius approximately. The town and its surrounding is basically a flat plain with no hills, lakes, rivers, valleys and mountains.

1.5.3 Griftu

Griftu is located in Wajir West Sub-county of Wajir County and serves as its headquarter. It is approximately 50km away from Wajir Town and its built up area covers 3km radius approximately. The town and its surrounding is basically a flat plain with no hills, lakes, rivers, valleys and mountains. It has from a low of about 200m above sea level. The area is categorized as semi-arid area falling within ecological zone VII which 100% ASAL and receives an average rainfall of about 235mm per year. The area also hosts major learning institutions and other purpose institutions.

1.5.4 Hadado

Hadado town is located in Wajir West Sub-county of Wajir County and serves as its headquarter. It is approximately 75km away from Wajir Town and its built up area covers 2km radius approximately. The town and its surrounding is basically a flat plain with no hills, lakes, rivers, valleys and mountains. It has from a low of about 200m above sea level. The area is categorized as semi-arid area falling within ecological zone VII which 100% ASAL and receives an average rainfall of about 235mm per year.

2.0 Purposes of the Plan

The main purpose of this project is to prepare an Integrated Strategic Urban Spatial Development Plan for Bute, Eldas, Griftu and Hadado Towns to address existing and future development challenges for a period of 10 years. This will be done through:-

The purposes of the plan include:

1. Depict the spatial dimension of the social and economic development programmes of the county as articulated in the integrated county development plan;
2. Present a clear statement of how the spatial plan is linked to the regional, national and other county plans
3. Clarify the anticipated sustainable development outcomes of the spatial plan
4. Give effect to the principles and objects contained in sections 102 and 103 County Government Act
5. Set out objectives that reflects the desired spatial form of the county
6. Formulates strategies and policies indicating desired patterns of land use within the county, addressing the spatial construction or reconstruction of the county, providing strategic guidance in respect of the location and nature of development within the county, set out basic guidelines for a land use management system in the county.
7. Planning, re-planning, or reconstructing the whole or part of the area comprised in the plan, and for controlling the order, nature and direction of development in such area
8. Improving the land and providing for the proper physical development of such land, and securing suitable provision for transportation, public purposes, utilities and services, commercial, industrial, residential and recreational areas, including parks, and reserves and also the making of suitable provision for the use of land for building or other purposes
9. Set out a capital investment framework for the county's development programs contain a strategic assessment of the environmental impact of the spatial development framework
10. Identify programs and projects for the development of land within the county
11. Delineate the urban edges of the urban areas within the county
12. Shall indicate the areas designated for conservation and recreation.

3.0 Scope of the assignment

The Integrated Strategic Urban Spatial Development Plan shall cover the entire area of the noted towns and urban centres i.e. Bute, Eldas, Griftu and Hadado Towns.

The plans shall cover a period of ten (10) years running from 2015 to 2025 and may be reviewed after this period for a further ten (10) years.

The plan shall address wide range of issues which can be categorized as spatial, economic, social and environmental. These issues will be further categorized as human settlement, economy which comprises of agriculture, industry, tourism, service, knowledge etc.

Integrated transportation comprising of mainly road network, Infrastructure consisting of water and sanitation, energy, ICT, education, recreation and health. Environment comprising of the built and natural environment consisting of rivers, wetlands, swamps, forests, hills, open spaces, parks etc.

The scope of the assignment shall be Preparation of a ten (10) year GIS based Integrated Strategic Urban Spatial Development Plan comprising of structure plan and physical planning policies and guidelines which shall include but not limited to:

- i. Delineating the boundary of the planning area
- ii. Through a consultative process and application of an appropriate tool of analysis, ensure active citizen participation in the plan preparation process
- iii. Undertake stakeholder mapping and analysis
- iv. Preparation of GIS based Integrated Urban Development plan for the Town;
- v. Analysis of urbanization trends, infrastructure facilities and services, land use e.t.c;
- vi. Zoning of Land use for residential, commercial, industrial, public purpose, educational, recreational use among others;
- vii. Provide a viable system of green and open spaces;
- viii. Ensure productive use of scarce land, water and other resources optimal social, economic and ecological functions;
- ix. Ensure harmony between the national, county and sub-county spatial planning requirements;
- x. Formulation of policies and guidelines to regulate land use in the various zones;
- xi. Develop a geo-referenced GIS based database for all parcels of public, Community and Private land within the planning area;
- xii. Hold stakeholder meeting(s) to validate the draft Integrated Strategic Urban Spatial Development Plan;

- xiii. Finalize the Integrated Strategic Urban Spatial Development Plan and submit to the department. The plan to be submitted electronically and hard copies produced to the scale of 1: 2,500 or 1:5,000.

4.0 The Need for Planning

The following planning issues have been identified in respect to the various urban centres and should be taken into account in the preparation of specific Integrated Strategic Urban Spatial Development Plans:-

4.1 Potentials and Opportunities:

1. Abundant human resource
2. Available land and other resources which can be utilized for various uses
3. Rich and fertile soils that can support a variety of agricultural activities in some towns e.g Bute
4. An existing and functional urban system which could act as a catalyst for development
5. Tourist resources in terms of areas and sites
6. Abundant natural resources
7. Availability of physical, social and economic infrastructure and services

4.2 Challenges and Constraints:

1. Rapid population increase and high population density
2. High rate of unemployment
3. High poverty levels
4. Underperforming economy in terms of Pastoralism, trade, tourism and industry etc
5. Unpredictable climatic conditions in terms of rainfall
6. Poor transportation and infrastructure to harness the County's potential
7. Unplanned, unregulated urbanization and inadequate infrastructure and services in the urban areas
8. Under exploitation of available resources
9. Poor road conditions

10. Inadequate infrastructure in terms of capacity, distribution and quality
11. Environmental degradation
12. Governance challenges in relation to human resource, institutional and financial capacity

5.0 Approach and Method

In undertaking the assignment the Consultant should adhere to the following methodological principles that are espoused in the constitution and relevant legislative frameworks.

- i. Effective public participation
- ii. Multi-disciplinary and multi-sectoral consultation and engagement
- iii. Evidence-based policies and strategies
- iv. GIS-based mapping approaches

5.1 Tasks

The plan for the towns will be informed by the following analysis

- Mapping of existing spatial structure
- Economic base analysis and identification of urban development champions
- Social base analysis
- Infrastructure gap analysis
- Analysis of Strategic investment areas
- Market opportunities
- Housing strategies
- Land availability and land suitability analysis

For purposes of mapping and base map preparation the client has already acquired most recent aerial photographs which serve as the base map for the plan. However, the consultant shall acquire the following up to date:

- Satellite images
- Topographical maps
- Topo cadastral maps in respect of townships, national parks, forests or any other existing major land uses
- Any available relevant information for the planning purposes.

6.0 Expected Outputs:

At the end of the assignment the consultant shall present the following outputs to the client:

1. Specific towns and urban centres Structure/Land Use Plan.
2. An outline of development Strategies Along but not limited to the following lines:
3. human settlement, county economic development, transportation, infrastructure and
4. environment
5. Specific towns and urban centres Zoning Plan with specific standards/regulations.
6. Develop action area plans for immediate implementation
7. Projects and programmes
8. Capital Investment Framework
9. Implementation mechanism
10. Monitoring and Evaluation framework

6.1 Format of Presentation

The outputs presented by the Consultant shall be in the following format.

1. A technical report on the conditions, resources and facilities in the specific towns and urban centres
2. A statement of policies and proposals with regard to the allocation of resources and the locations for development within the specific towns and urban centres
3. Description and analysis of the conditions of development in the specific towns and urban centres as may be necessary to explain and justify the statement of policies and proposals
4. Relevant studies and reports concerning physical development of the specific towns and urban centres
5. Digital maps and plans showing present and future land uses and development in the specific towns and urban centres (zoning plan)
6. A GIS based data depicting all the parcels (public and private) of land in the specific towns and urban centres.
7. Any other information that may be necessary to explain or illustrate the plan.

7.0 Duration of the Consultancy

The assignment shall be delivered within a period of ten (12) months.

8.0 Reporting Framework

During the duration of the assignment the consultant shall present the following reports to the Client.

REPORTING SCHEDULE												
Duration in Months	1	2	3	4	5	6	7	8	9	10	11	12
Activity(Work)												
1. Project Inception and Profiling												
2. Stakeholders Analysis and Consultation												
2. Collecting of existing data from various sources/ Preliminary data collection												
3. Project area Reconnaissance Survey.												
4. Launch and Situational analysis Workshop												
5. Ground Data Collection												
6. Data Analysis and consolidation at Thematic Levels												
7. Draft Plan Preparation												
8. Validation Workshop for the Draft Integrated Strategic Urban Spatial Development												

Other key personnel

1. Should include with a minimum Bachelors degree from a recognized university and (7) ten years experience in any of the following areas:

- i. Physical Planners at least four planners
- ii. Environment planning and management;
- iii. Sociology;
- iv. Land economics and Land surveying
- v. GIS Expert
- vi. Infrastructure Planning Specialist
- vii. Agriculture
- viii. Pastoralism and arid / semi-arid land use planning
- ix. They should be registered with the relevant professional organizations where applicable.
- x. In addition there must be at least a diploma in GIS and Assistant physical planners with five (5) years post qualification experience.

2. Familiarity with the area and evidence of similar assignments is desirable.

3. Interested Consultants must provide information demonstrating that they are qualified to perform the services (brochures, description of similar assignments, experience in similar consultancies, and availability of appropriate skills among staff.

4. The assignment is expected to take a total of about **twelve months**, which means the consultants will be required to have multiple teams working concurrently in assigned zones.

Other Requirements

1. The successful firm will provide;

i. Legal status of the organization (copies of certificate of registration; PIN and VAT registration numbers and KRA compliance certificate;

Interested consulting firms with relevant qualification and experience are invited to submit their bids for this assignment in accordance with the Public Procurement Act 2005 and procurement regulations 2006 to undertake the consultancy.

Prices quoted **must** be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for **90** days from the closing date of the tender. The bids must be accompanied with a 2% bid bond of the tender sum in form of a Bank guarantee from a reputable bank or shortlisted Insurance company by PPOA.

Applicants must submit name and physical address; Company/personal profile and statutory certifications;

10.0 Project Management

The projects shall be managed in the following manner:

10.1 Project Steering Committee

The Committee shall be established comprising of the County Executive Committee Members. The function of the Committee will be to set the strategic and policy direction for the Integrated Strategic Urban Spatial Development Plan for the specific towns and urban centers and to ensure timely release of the project funds. The executive shall also present the specific towns and urban centers plans to the County Assembly for final approval and shall in addition coordinate the implementation of the plan. The County Executive Committee Member in charge of physical planning shall be the convener of the steering committee.

10.2 Project Coordination and Management Committee

The Committee shall be established comprising of the Chief Officer responsible for physical planning, the County Planner, and his team of professional and technical staff. It shall be responsible for the day to day management and supervision of the project. The Committee shall ensure adherence to timelines set out in the contract document in respect of the reporting framework and the deliverables. The Chief Officer shall be the chair of the committee while the Town Planner shall be the secretary to the committee. The Town Planner shall also act as the project manager for this particular project and the Chief Officer shall appoint one planner to act as the project planner. The project manager shall report to the Chief Officer and shall provide necessary link between the consultant and the client. The project planner shall report to the project manager and shall work closely with the consultant on professional and technical aspects of the project.

10.3 Project Supervision

The office of the Director of Physical planning shall supervise the project to ensure quality control and compliance. The Director shall nominate officers to undertake

supervision and file reports to the Director along the lines outlined in the reporting framework.

11.0 Obligations of the Consultant

The consultant shall be responsible and report to the Chief Officer on the undertaking of the Project.

The consultant may be obligated to provide the following as part of the contractual obligations:

1. Computers and other IT equipment
2. Transportation
3. Communication facilitation
4. Accommodation
5. Utilities, and any other required resources.

The consultant shall also undertake capacity building for the county planning unit professional and technical staff for the sustainability of the project.

SECTION VI:

STANDARD FORMS OF CONTRACT

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

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

- c. ANNEX III – SMALL ASSIGNMENTS (LUMP-SUM PAYMENTS)

NOTES

- 1. LARGE ASSIGNMENT ____ Exceeding Ksh 5,000,000
- 2. SMALL ASSIGNMENT ____ Not exceeding Ksh. 5,000,000
- 3. TIME BASED PAYMENT ___ Time based fixed fee Exact duration of contract not fixed
- 4. LUMP-SUM PAYMENT ____ Stated fixed contract sum.

ANNEX I

REPUBLIC OF KENYA

STANDARD FORM OF CONTRACT FOR

CONSULTING SERVICES

Large Assignments (Lump- Sum payment)

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(ii)

Special Notes

1. The Lump-Sum price is arrived at on the basis of inputs – including rates – provided by the Consultant. The Client agrees to pay the Consultant according to a schedule of payments linked to the delivery of certain outputs, usually reports. Lump-sum contracts have the simplicity of administration, the Client having only to be satisfied with the outputs without monitoring the staff inputs and should be used for large Assignments in for example Design; Engineering; Supervision and Management Services; Master plans; Economic and Feasibility studies; and Surveys.
2. The Contract includes four parts: Form of Contract, the General Conditions of Contract, the Special Conditions of Contract and the Appendices. The Client using this standard contract should not alter the General Conditions. Any adjustment to meet any specific project features should be made only in the Special Conditions.

(iii)

CONTRACT FOR CONSULTANT'S SERVICES

Large Assignments (Lump-Sum Payments)

between

[name of the Client]

AND

[name of the Consultant]

Dated: _____*[date]*

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

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] _____ *of* _____ *Client's*

[title] _____

[signature] _____

[date] _____

For and on behalf of _____ *[name of consultant]*

[full name of Consultant's authorized representative] _____

[title] _____

[signature] _____

[date] _____

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;
- (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;
- (c) “Contract Price” means the price to be paid for the performance of the Services in accordance with Clause 6 herebelow;
- (d) “Foreign Currency” means any currency other than the Kenya Shilling;
- (e) “GC” means these General Conditions of Contract;
- (f) “Government” means the Government of the Republic of Kenya;
- (g) “Local Currency” means the Kenya Shilling;
- (h) “Member”, in case the 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;
- (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 the Contract

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

1.3 Language

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

1.4 Notices

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

1.5 Location

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

1.6 Authorized 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.

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

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

2.5 Force Majeure

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

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

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

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of Contract to the detriment of the Client, and includes collusive practice among 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 the Client, such notice to be given after the occurrence of any of the following events;

- (a) if the Client fails to pay any monies due to the 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.

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

The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or 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

(xii)

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 well 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.

(xiii)

3.5 Consultant's Actions Requiring Client's Prior

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

Approval

- (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 Sub consultants”).

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 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 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.

4. 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 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.

(xiv)

- (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

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 Change in the Applicable Law

If after the date of this Contract, there is any change in the Laws of Kenya with respect to taxes and duties which increases or decreases the cost of the Services rendered by the 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, Sub consultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the

(xv)

Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties

have agreed to additional payments in accordance with Clause 2.4.

- 6.2 Contract Price**
- (a) The price payable in foreign currency is set forth in the SC.
 - (b) The price payable in local currency is set forth in the SC.
- 6.3 Payment for Additional Services** For the purposes of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.4 Terms and Conditions of Payment** Payments will be made to the account of the 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 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 thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the 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 .

7. SETTLEMENT OF DISPUTES

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

(xvi)

- 7.2 Dispute Settlement** Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable

settlement may be referred by either Party to the arbitration and final decision of a person to be agreed between the Parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.

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III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of and Supplements to Clauses in the 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].

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

(xviii)

3.4 The risks and coverage shall be:

- (i) Professional Liability _____
- (ii) Loss of or damage to equipment and property _____

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

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

6.4 Payments shall be made according to the following schedule:

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

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

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.*

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

APPENDIX F – SERVICES AND FACILITIES PROVIDED BY THE CLIENT

ANNEX II

SAMPLE CONTRACT FOR CONSULTING SERVICES

LARGE ASSIGNMENTS AND Small Assignments

Time-Based Payments

**SAMPLE CONTRACT FOR CONSULTING SEVICES
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/for 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 reports 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 costs and profits as

(i)

well as any 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 designated in Clause 4 herebelow. 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 of 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

(ii)

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 timesheets 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 any 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 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 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.

(iii)

10. Assignment

The Consultant shall not assign this Contract or Subcontract any portion thereof 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 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

FOR THE CONSULTANT

Full name; _____

Full name _____

Title: _____

Title: _____

Signature; _____

Signature; _____

Date; _____

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.

(1) 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

This Agreement, [hereinafter called "the Contract"] is entered into this _____ [Insert starting date of assignment], by and between _____ [Insert Client's name] of [or whose registered office is situated at] _____ [insert Client's address] (hereinafter called "the Client") of the one part AND

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

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

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
- (i) The Consultant shall perform the Services specified in Appendix A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract.
 - (ii) The Consultant shall provide the personnel listed in Appendix B, "Consultant's Personnel," to perform the Services.
 - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, "Consultant's Reporting Obligations."

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

(i)

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 Consultant of invoices in duplicate to the Coordinator designated in Clause 4 herebelow. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

4. Project Administration

A. Coordinator.

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

B. Reports.

The reports listed in Appendix C, "Consultant's Reporting Obligations," shall be submitted in the course of the

(ii)

assignment and will constitute the basis for the payments to be made under paragraph 3.

5. Performance Standards

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

- | | |
|--|--|
| 6. Confidentiality | The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client. |
| 7. Ownership of Material | Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software. |
| 8. Consultant Not to be Engaged in certain Activities | The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services. |
| 9. Insurance | The Consultant will be responsible for taking out any appropriate insurance coverage. |
| 10. Assignment | The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent. |
| 11. Law Governing Contract and Language | The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English Language. |
| 12. Dispute Resolution | Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party. |

FOR THE CLIENT

FOR THE CONSULTANT

Full name; _____ Full name; _____

Title: _____ Title: _____

Signature; _____ Signature; _____

Date; _____ Date; _____

LIST OF APPENDICES

Appendix A: Terms of Reference and Scope of Services

Appendix B: Consultant's Personnel

Appendix C: Consultant's Reporting Obligations

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER