



**REPUBLIC OF KENYA
COUNTY GOVERNMENT OF NAKURU**



RFP TENDER NO: NCG/ONT/WEERN/726/2019/2020

**PROPOSAL FOR SOLID WASTE MANAGEMENT
SERVICE**

MARCH 2020

COUNTY SECRETARY
P.O BOX 2870
NAKURU

DEPARTMENT OF WATER,
ENVIRONMENT, ENERGY
AND
NATURAL RESOURCES

P.O BOX 2870
NAKURU

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SECTION I

INVITATION FOR TENDERS

DATE . **3RD MARCH 2020**

TENDER No. **Nakuru NCG/ONT/WEERN/726/2019/2020**

TENDER NAME: **PROPOSAL FOR SOLID WASTE MANAGEMENT SERVICE** the County Government of Nakuru invites sealed bids from eligible candidates for PROPOSAL FOR SOLID WASTE MANAGEMENT SERVICE

- 1.1 Interested eligible candidates may obtain further information from and inspect the tender documents at the County Supply Chain Management offices in Nakuru supply Chain Department during normal working hours or can be downloaded from the county website. <https://nakuru.go.ke/downloads/> or Public Procurement Information Portal <https://tenders.go.ke>
- 1.2 A complete set of tender documents may be downloaded for free by interested candidates from the above mentioned website.
- 1.3 Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.
- 1.4 Completed tender documents **MUST** be uploaded in the IFMIS Supplier Portal and completed tender documents are to be enclosed in plain sealed envelopes marked with “Tender Name” and the “Tender Number” enclosed in two copies original and copy and addressed to:

The County Secretary
County Government of Nakuru
P.O BOX 2870-20100
Nakuru Kenya.

And be deposited in the Tender Box located at the ground floor, County Government of Nakuru headquarters, Nakuru town so as to be received **on BEFORE MONDAY, 9th, MARCH 2020 at 10.00 a.m.**

Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who may choose to attend at the **Chambers, 1st Floor, County Government of Nakuru Headquarters, on MONDAY, 9TH, MARCH 2020 at 10.00 a.m.**

County Secretary
Nakuru County

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 changed 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 **WILL BE ON MONDAY, 9TH MARCH 2020 AT 10.00AM**

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 authorized to sign the proposals.

- 2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix "A". Each Technical Proposal and Financial Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 2.5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "FINANCIAL PROPOSAL" and warning: "DO NOT OPEN WITH THE TECHNICAL PROPOSAL". Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix "ITC" and be clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE."
- 2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix "ITC". Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.
- 2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

2.6 Proposal Evaluation General

- 2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix "ITC". Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant's proposal.
- 2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

2.7 Evaluation of Technical Proposal

- 2.7.1 The evaluation committee appointed by the Client shall evaluate the

proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows

	Points
(i) Specific experience of the consultant related to the assignment	(5-10)
(ii) Adequacy of the proposed work plan and methodology in responding to the terms of reference	(20-40)
(iii) Qualifications and competence of the key staff for the assignment	(30-40)
(iv) Suitability to the transfer of Technology Programme (Training)	<u>0-10</u>
Total Points	<u>100</u>

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

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 Nakuru County Government
2.1.1	The method of selection is Quality and Cost Based Selection
2.1.2	Technical and Financial Proposals are requested: Yes. The name, objectives, and description of the assignment are: SOLID WASTE MANAGEMENT SERVICE
2.1.3	A pre-proposal conference will be held: No. Date of pre-proposal conference: N/A. Venue: N/A.
2.1.4	The client will provide the following inputs during implementation of the assignment: relevant data and facilities as requested by the consultant and agreed to during contract signing.
2.1.6	Training is a specific component of this assignment: Yes.
2.5.3	The Client address is: County Secretary County Government of Nakuru P. O. Box: 2870 – 20100
	Clarification to be sought 7 days before close of the tender.
2.1.7	Taxes: All prices quoted should include local taxes, duties, fees, levies and other charges imposed under Kenyan law
	Vendors must submit an original and one additional copy of each proposal
2.5.3	The proposal should bear the following submission address County Secretary County Government of Nakuru P. O. Box: 2870 - 20100 Nakuru. and Information on the outer envelope should also bear the name of the assignment : SOLID WASTE MANAGEMENT SERVICE
2.5.4	Proposals must be submitted no later than the following date 3rd January 2020 , and be deposited at below address,
2.6.1	The address to send information to the Client is County Secretary County Government of Nakuru P. O. Box: 2870 - 20100 Nakuru.

Or Dropped at Tender Box located at the ground floor, County Government of Nakuru headquarters, Nakuru town so as to be received on or **before on Friday, 3rd, January 2020 at 10.00 a.m. East African time**

In case of any changes arising, the bidders shall be communicated accordingly.

2.6.3 The minimum technical score required to pass: **Technical score of 70%**

2.7.1 The weights given to the Technical and Financial Proposals are:
T= _____ 0.70
P= _____ 0.30

2.7.1 **EVALUATION CRITERIA**

a) Mandatory documents

The following requirements must be met by the tenderer notwithstanding other requirements in the tender documents:-

No.	Requirements
MR1	Must Submit a copy of certificate of Registration/ Incorporation
MR2	Must Submit a copy of a valid Tax Compliance certificate
MR3	Must submit a copy of PIN and VAT certificate
MR3	Must submit proposal in prescribed format
MR5	Must attach at least 2years audited accounts from 2017
MR6	Must submit a bank letter of satisfactory conduct of account
MR7	Must submit a valid business premise license
MR8	Must Fill the Price schedule and Reimbursable costs in the format provided

At this stage, the tenderer's submission will either be Responsive in the entire mandatory requirements above or non-responsive. The non-responsive submission will be eliminated from the entire evaluation process and will not be considered further.

b) Technical Evaluation

Minimum technical score to progress will be 70 out of 100 marks (70%). The technical score will carry a weighted total of 100%.

NO	PARAMETERS	MAXIMUM SCORES
1	RELEVANT EXPERIENCE	
i	Number of years in solid waste services industry at least 5 Years	10
ii	Provide a list of clients and references to which the company has offered similar services in the last 3 years.	15

	(Experience with a county government in similar capacity will score extra marks.)	
2	STATUTORY COMPLIANCE	
i	Submit copy of 2018 NSSF Compliance Certificate	5
ii	Submit Copy of 2018 NHIF Compliance Certificate or Evidence of Remittance of Employees NHIF Contributions for October 2018	5
3	CAPACITY	
i	Financial Strength:	10
4	PHYSICAL ADDRESS	
i	Physical Facilities: Provide details of physical address and contacts – attach evidence	5
5	MANAGEMENT PROFILE	
i	Managerial and Key Personnel Competency Profile; 1. Project leader must be a graduate with a demonstrable minimum of 5 years of experience in Solid waste; 2. Deputy Project Leader must be a graduate with a minimum of 2 years of experience in solid waste 3. Director must be a graduate with a minimum of 5 years of experience 4. Highly demonstrate ability and capacity to undertake the assignment.	15
ii	Adequately staffed organizational Chart	5
6	METHODOLOGY	
ii	Responsive and appropriate methodology 10marks Use of appropriate technology 5marks Adequacy of proposed Work plan 5marks	30
	TOTAL	100

The above will be weighted to 70% of the combined score.

Note: The evaluation team may at its own discretion conduct physical inspection of premises or other due diligence checks on the bidders as part of the evaluation process.

c) Financial Evaluation

The formula for determining the financial score is as follows

$$S_f = 100 \times \frac{F_M}{F}$$

Where:

- Sf is the financial Score
- FM is the lowest priced evaluated Financial Proposal
- F is the price of the proposal under consideration or another proportional linear formula

d) Combined Technical and Financial Scores

The following formula shall be used

$$\mathbf{T.S (70\%) + F.S (30\%) = T.T.L (100\%)}$$

T.S = Technical Score = (Technical Evaluation) as evaluated against the technical criteria

FS = Computed financial score for each tenderer. T.T.L = Total Score

The table below summarizes the overall evaluation process and the proposed weighting of each stage.

Area	Rating/Score
Preliminary evaluation (Compliance Evaluation)	Elimination
Technical Evaluation	70%
Financial Evaluation	30%
Total	100%

e) Award Criteria

Award will be made to the Highest ranked

2.3.1	Proposals should be submitted in English Language .
	Proposals must remain valid for 120 days after the submission.
	Consultants shall express the costs in Kenya Shillings .
2.9.2	Expected commencement date for the assignment is within 14 days after contract signing.

SECTION III - TECHNICAL PROPOSAL

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

Firm's Name: _____

Name and title of signatory; _____

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

On the Terms of Reference:

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

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

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

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

- a) ***Technical Approach and Methodology.*** *[Please explain your understanding of the objectives of the Services as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Include here your comments and suggestions on the TORs and comments on counterpart staff and facilities provided by the Client if any. Please do not repeat/copy the TORs in here.]*
- b) ***Work Plan.*** *[Please outline the plan for the implementation of the main activities/tasks of the Services, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TORs and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here.]*

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

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

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Certification:

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

_____ Date: _____
[Signature of staff member]

_____ Date; _____
[Signature of authorised representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Months (in the Form of a Bar Chart)

Name	Position	Reports Due/ Activities	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 ^t h	11 ^t h	12 ^t h	
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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1. Financial proposal submission Form	
2. Summary of costs	
3. Breakdown of price/per activity	
4. Breakdown of remuneration per activity	
5. Reimbursables per activity	
6. Miscellaneous expenses	

1. FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

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

We remain,

Yours sincerely,

_____ *[Authorized Signature]*
:
_____ *[Name and Title of Signatory]:*
_____ *[Name of Firm]*
_____ *[Address]*

2. SUMMARY OF COSTS

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

3. BREAKDOWN OF PRICE PER ACTIVITY

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

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

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

5. REIMBURSABLES PER ACTIVITY

Activity No: _____

Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Air travel	Trip			<hr/>
2	Road travel	Kms			
3.	Rail travel	Kms			
4.	Subsistence Allowance	Day			
	Grand Total				

6. MISCELLANEOUS EXPENSES

Activity No. _____ Activity Name: _____

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

SECTION V: - TERMS OF REFERENCE

1. TERMS OF REFERENCE (TORs) FOR SOLID WASTE MANAGEMENT

SERVICE NAKURU COUNTY

All human activities generate waste which requires to be properly managed to protect human health and environment while enhancing aesthetics. This scenario is particularly evident in urban settlements which generate large quantities of solid waste due to high human population. The impacts of poor solid waste management within the urban settlements, particularly cities and big municipalities can be disastrous. As such there is need for proper and efficient waste management. Kenya Vision 2030 recognizes the need for efficient and sustainable waste management systems to be established as the country develops into a newly industrialized state by 2030. In this regard the Vision 2030 identified Solid waste management for five cities and towns namely; Mombasa, Kisumu, Eldoret, Nakuru and Thika as one of the flagship projects. Part 2 of the fourth Schedule in the Constitution of Kenya also explicitly provides that the County Governments shall be responsible for; refuse removal, refuse dumps and solid waste disposal. The County Government of Nakuru also will be guided by the Environmental Management and Coordination (Waste Management) regulations of 2006, the National Solid Waste Management Strategy and Nakuru County Solid Waste Management Act. The County Government of Nakuru embraces collaborations and partnership with companies, community based organizations and youth groups in provide provision solid waste management services

Objectives

- 1 To promote public participation in the management, protection and conservation of the environment;
2. To create competitive market conditions for private sector led growth;

3. To direct resources towards wealth and employment creation;
4. To promote effective and efficient public sector performance service delivery;
5. To enhance the protection of public health;
6. Reduction of poverty through employment creation;
7. Reduction of solid waste management cost.

2. Terms of Reference

- 1) The private waste operator shall be legally registered with the registrar of companies or any other relevant body. Evidence of registration will be availed by the operator who will supply a verified copy to director of Environment.
- 2) Toxic and clinical wastes should be handled by specialized companies, which shall have qualified staff. The operator shall apply special ways and means in collecting, handling, transporting, pre- treating and disposing of the waste. Vehicles transporting such wastes shall be clearly marked “HAZADOUS WASTE”
- 3) All waste transportation vehicle shall be suitably covered to avoid spillage on the street during collection and transportation
- 4) The vehicles and equipment used by the operators for the purpose hereof shall have identification number allocated by the county director of environment and same be clearly and conspicuously mounted on the body of the vehicles
- 5) All vehicles, tools, equipment and other related machinery used by the operators shall be inspected and approved by the director of environment before commencement of operations and there after periodically during operations
- 6) The operator should keep register indicating waste collected and areas covered including evidence of proper disposal of the same for inspection by the director of environment. In addition the operator shall avail to Director of Environment a comprehensive client inventory on monthly basis
- 7) Containers and waste handling facilities used shall have the company logo clearly and bodily inscribed
- 8) The vehicles and equipment’s shall be maintained in clean state at all thetimes

- 9) i) All staff engaged in solid waste management services shall have appropriate protective gears while on duty
- ii) The staff should have good conduct and good customer relations quality
- 10) The operator shall dispose of waste at designated sites only or at points approved the county director of environment
- 11) No waste shall be transported or disposed of on weekends and between 4.00 pm and 8.00 am on week days and between 12.00 noon and 8.00 am during weekends and public holidays without written approval from county director of environment or environmental officers
- 12) The operator shall have an office at the zone of operation which shall be used among others things to receive payments and complaints which may emanate from the client served. The office shall be open from Monday to Saturdays
- 13) Every waste operator shall operate promptly (at most 48 hours) to complaints raised by their clients and / or members of the public and council

- 14) The county director of environment shall have the right and access to inspect the various contracts between operator and their clients
- 15) All operations in waste management shall be carried out under the guidance of the county director of environment
- 16) Each operator shall sign an agreement to adhere to all requirements, specification and standards as may be directed by the county director of environment from time to time
- 17) Each operator shall obtain a permit (s) as required by law and all regulations
- 18) If the private operator is found to be in breach of any of these regulation(s), the county director of environment shall cancel or suspend the operators permit or take any other action he may deem appropriate.

COUNTY GOVERNMENT OF NAKURU SOLID MANAGEMENT ZONES.

SOLID MANAGEMENT ZONES FOR NAKURU TOWN EAST SUB COUNTY

1 Kimathi Estate, Flamingo Estate, Lake View Estate, Pangani Estate, Freehold South Of Wareng Road and Racecourse.

2 Racetrack and Langalanga.

3 Free Hold North Of Wareng, Kasarani Area, Nakuru Athletic Club Area, Moi Flats, gala Flats, St. Xavier Area, ACK Area, Christ The King Area, Shah, Bombay, Ngala School, NYS, Stadium Flats, Baraka Hospital, Kingdom Seekers Area, Temple Road and Bargain Area.

4 Manyani Area, Ambongoloea and Kisulisuli Primary Area.

5 Kivumbini Estate, Kaloleni ABC, Ap Line, Paul Machanga, New Juakali, Bondeni Primary Area and Kampi Somali.

6 Bondeni Estate, Lumumba, Bondei Centre, Ojuka, Nakuru Press, Unga, Shauri Yako and Phase

7 Kabachia, Kanyi Estate, D Lux Area, Section 58, Mama Ngina Estate, Dog Section and Nakka West Of Excel School Road.

8 Nakka East Of Excel School Road, Free Area Centre, Home Centre, Kwa Murogi Area and Lanet Hill.

9 Meadle Estate, Mwariki B Police Station Area, Eldorado Hotel, Lake Nakuru Flamingo Lodge, Kwa Senior, Pipeline Station Area, Bhogals Area and Barnabas South Of Nairobi Road.

10 Nairobi Road Primary School, Florex, JB, Mburu Gishua Primary School Area, Imperial and Mzee Wanyama.

11 Shajalalam Hyrax, Museum Area, St. Mary's Area, Kunste, White House, Kiti Institute, Teachers Estate, Joruwa, Bismark, Marita, Nakjuru Girls Area and Nakuru Boys Area.

12 Shiner Girls Area, Nuru Estate, Fair View, Kiratina, Sita Centre, Blankets, Kalama and Mediheal Area.

13 Barnabas North Of Nairobi Road, Stem Hotel Area, Kiundu, Lanet Primary Area, Cool Rivers and Pemways.

SOLID MANAGEMENT ZONES FOR NAIVASHA SUB-COUNTY.

- 1 Site and Service and Council estate
- 2 Industrial Area, Hope well and Central landing beach
- 3 Lower Kabati
- 4 Upper Kabati and Mithuuri.
- 5 Lake view, Suberico, Acacia Estate and Police Line
- 6 Kihoto Estate
- 7 Karagita Estate
- 8 Maili Mbili, Villas Block, Longonot Farm and DCK
- 9 Maruti stage, Mirera-Inn, Sanctuary and Rubiri
- 10 Kwa Muhia, Kamere and Kongoni
- 11 Upper Maimahiu, Governor and Longonot
- 12 Lower Maimahiu, Kigesha, Satelite and Suswa
- 13 Kayole, Fai Amarios and Keroche
- 14 Kinamba Naivasha, Maryland, Kinungi and Ihindu

SOLID MANAGEMENT ZONES FOR NAKURU TOWN WEST SUB-COUNTY

1. 1Koinange Area, Shabaab, Mariakani, Biashara Street, Kenlands and Lokichar area.
2. Menyaciaku-SDA Church, plots along police post Kaptembwa, Pipeline area, Stage 140, Githima and Technology village.
3. Ronda and Mwariki above stima line, White Rock to Boston area, Pistis Education Centre, Rhonda 1st street to Kings Outreach, Kenlands after 2nd street to CK plaza, Great triangle to Baringo road, Kipanga, Top ten to Eldoret road.

4. Mwariki below Stima line, kwazi to Beverly area, Nyumba Nyeusi to Jerusalem, Mafuta ya Pili to Toronto area, Flamingo Hill Camp to Ndimu House area.
5. 5Posta area, Rhonda below Stima Line to weavers' area, Jela kubwa to Rhonda maternity area, Angalo to CDF Market, Ponda Mali to sewage.
6. 6Kaptembwa Primary to Soko Mjinga to Checkpoint, Post area, Solian and quarry, Honey Cup Estate, Mosop and Kibe area.
7. Gilani Estate, Holly Cross, Githima, Koleni, Highway, Eveready and Trinity estate.
8. Milimani Estate, Milimani Suits, Golf Estate, Geoffrey Kamau Road, Naivas, Station Area, PGH area, Showground, Veterinary area and Kabarak University (Prison Road).
9. Public Works, London area, Prison, Hilton Estate, Hill Special area, SK Estate, Unga Estate and National & Riva petrol station, Station area, Ravine Road to Choma Zone (Kobil)
10. Bangladesh, Pyrethrum area, KCC AREA, George Morara Avenue, Argwengs Kodhek Road, Ravine Road, General Kago Road to railway crossing, Eveready Roundabout, Soilo and Uhuru Primary Area
11. KFA Roundabout to Total Petrol Station, KIE area, Kenyatta Secondary area to Jualako Roundabout, Ngei Area, West Road and KCB area.
12. Kapkures Center, Tumaini hotel and its environs
13. Barut Center and its environs

SOLID MANAGEMENT ZONES FOR GILGIL SUB-COUNTY.

- 1 Syndicate, Ngomongo, Teachers 1&2,
- 2 Sierra Leone, G.G Area, Site A Estate, Kikopey, Karura
- 3 G.T.I, Amity Area, Second KR, Langalanga, Pembroke, Regimount, Karunga
- 4 Site B Estate, Sokoni Area, Kambi Somali, Gema, Delamere, Kasarani, Gilgil Kinamba, Karati

5 Gilgil Barnabas, Teachers/Workers estate, IDP area, Greensteds, Mbaruk, Soysambu, Lake Elementaita

SOLID MANAGEMENT ZONES FOR NJORO SUB-COUNTY.

- 1 Rumwe, Jordan, Bondeni, karoibangi, Kari, Jewathu, Umoja, AIC, Majangwa
- 2 Mauche, Likia, Mau Narok, Mwisho wa lami, Tipis, Gatimu
- 3 Summat, Canning, Ngondu, Njokerio, Belbur, Kihingo, Stoo mbili, Ndefo
- 4 Huruma, Golf estate, Kiwanja, Baraka, Posta, Biashara master, site, Konza city, Biston, Maili tatu, Kamwaura

SOLID MANAGEMENT ZONES FOR RONGAI SUB-COUNTY

- 1 Kiamunyi, Mercy Njeri, olrongai and Kabarak Rafiki, Kampi ya Moto and Mogotio
- 2 Rvist, Ngata, Mangu, Sobeia and Okilgei
- 3 Salгаа, Nakuru teachers and Rongai Centre

SOLID MANAGEMENT ZONES FOR BAHATI SUB-COUNTY.

- 1 Lanet-Umoja/ Githioro , Ndundori, dumu ndege and Murunyu
- 2 Mawanga, Maili Sita/ Kabatini, Maili Saba, Karunga, JC, Heshima and Mchanganyiko
- 3 Ahero, Maili Kumi, Bahati, Wanyororo B

-

SOLID MANAGEMENT ZONES FOR SUBUKIA SUB-COUNTY.

- 1 Subukia Township
- 2 Lower Subukia-Maseno, Mbogoini and Kiboronjo
- 3 Kabazi Township and adjoining areas
- 4 Kamukunju Centre, Solai Market areas, Kipngochoch and patel farm

SOLID MANAGEMENT ZONES FOR KURESOI SOUTH SUB-COUNTY.

- 1 Chepkiswet, Kiptagich, Saptet ,Chebotoi, irongo,Cheptuech,Emitik.
- 2 Olenguruone,Network,Ambusket,Saosa,Nyambugo,Lellaitich,Motito,Metikei and Pombo
- 3 Keringet,Tendwet,Saptet,kimalany,soitaran, chebaraa and Kapkores
- 4 Taita, Karandit, Kapkeet, Chemaner, Kamwaura and Kapalaan

SOLID MANAGEMENT ZONES FOR MOLO SUB-COUNTY COUNTY

- 1 Molo CBD, Milimani, Molo Academy, Tayari, KCC, Kaloleni,kibunja,mukinyai,muchoruwe,chandera
- 2 Kenyatta, Casino, New Location, Maishani, Everbest
- 3 Turi, Landi, Muchatha

SOLID MANAGEMENT ZONES FOR KURESOI NORTH SUB-COUNTY

- 1 Chepkiswet, Kiptagich, Saptet Kiptagich,Chebotoi, irongo,Cheptuech,Emitik.
- 2 Olenguruone,Network,Ambusket,Saosa,Nyambugo,Lellaitich,Motito,Metikei and Pombo
- 3 Keringet,Tendwet,Saptet Keringet,kimalany,soitaran, chebaraa and Kapkores
- 4 Taita, Karandit, Kapkeet, Chemaner, Kamwaura and Kapalaan

TOTAL NUMBER OF ZONES=70

SECTION VI:

STANDARD FORMS OF
CONTRACT

STANDARD FORM OF CONTRACT

FOR

CONSULTING SERVICES

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CONTRACT FOR CONSULTANT'S SERVICES

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] _____

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

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

2.6 Termination

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

- (a) if the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultant becomes insolvent or bankrupt;
- (c) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Consultant, in the judgement of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in Contract execution.

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

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

2.6.2 By the Consultant The Consultant may terminate this Contract by not less than thirty (30) days’ written notice to 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 of this Contract pursuant to Clauses upon 2.6.1 or 2.6.2, the Client shall make the following Termination 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) The remuneration of the Consultant pursuant to Not to Clause 6 shall constitute the Consultant's sole Benefit from remuneration in connection with this Contract or Commissions, the Services and the Consultant shall not accept Discounts, for his own benefit any trade commission, Etc. discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.
- (ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.
- (iii) Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any applicable

Procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of the Client.

3.2.2 Consultant of this and 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 Interested in Services and any continuation thereof) for any Project project resulting from or closely related to the Services.

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

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

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

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

3.4 Insurance to be Taken Out by the Consultant The Consultant (a) shall take out and maintain and shall cause any sub consultant[s] to take out and maintain, at his (or the sub consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at the Client's request,

shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultant's Prior Approval The Consultant shall obtain the Client's prior Actions Requiring approval in writing before taking any of the Client's Prior following actions;

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

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

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

3.7 Documents All plans, drawings, specifications, designs, reports and prepared by other documents and software submitted by the Consult- the Consult- ant in accordance with Clause 3.6 shall become and ant to Be remain the property of the Client and the Consultant the Property shall, not later than upon termination or expiration of this of the Client 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 qualification- tions 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 (a) Except as the Client may otherwise agree, no changes and/or

shall be made in the Key Personnel. If for any reason Replacement beyond the reasonable control of the Consultant, it Of Personnel becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

- (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

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

The Client shall make available to the Consultant 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 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 remuneration Additional due for additional services as may be agreed under Services 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.
- 7.2 Dispute Settlement Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred by either Party to the arbitration and final decision of a person to be agreed between the Parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.

III. SPECIAL CONDITIONS OF CONTRACT

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

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

1.4 The addresses are:

Client: _____
Attention: _____
Telephone: _____ Telex; _____
Facsimile: _____

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

1.6 The Authorized Representatives are:

For the Client: _____

For the Consultant: _____

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

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

2.2 The date for the commencement of Services is____*[date]*

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

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

3.4 The risks and coverage shall be:

(i) Professional Liability _____

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

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

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

6.4 Payments shall be made according to the following schedule:

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

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

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of

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

.....20...

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: - 1.

- 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

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

.....20.....

SIGNED

Board Secretary