

REPUBLIC OF KENYA



**THE COUNTY GOVERNMENT OF BUSIA
DEPARTMENT OF EDUCATION AND VOCATIONAL TRAINING**

**EXPRESSION OF INTEREST FOR CONSULTANCY SERVICES FOR
PREPARATION OF SITE PLANS FOR APOKOR VTC AND 23 OTHERS**

TENDER NO: APR/VTC/001/20-21

CLOSING DATE 25TH FEBRUARY, 2021 :

CONTENTS

Section 1: Letter of Invitation	3
2.1 Introduction	4
2.2 Clarification and Amendment of EOI Documents	4
2.3 Preparation of Technical Proposal	5
2.4 Preparation of Financial Proposal	6
2.5 Submission, Receipt, and Opening of Proposals	6
2.6 Proposal Evaluation General	7
2.7 Evaluation of Technical Proposal	7
2.8 Public Opening and Evaluation of Financial Proposal	8
2.9 Negotiations	9
2.10 Award of Contract	9
2.11 Confidentiality	10
2.12 Corrupt or fraudulent practices	10
Section 2: Instructions to Consultants	Error! Bookmark not defined.
DATA SHEET	Error! Bookmark not defined.
Section 3: Technical Proposal - Standard Forms	17
SECTION 4: FINANCIAL PROPOSAL SUBMISSION FORM	30
Activity Name	33
Description	33
Quantity	33
Section 6 Standard Forms of Contract	35
ANNEX II. Consultant's Services: Lump-Sum Contract	40

Section 1: Letter of Invitation

REQUEST FOR PROPOSAL (RFP) FOR CONSULTANCY SERVICES FOR THE PREPARATION OF SITE PLAN FOR 26 YOUTH POLYTECHNICS IN BUSIA COUNTY

RFP No.

1.1 The County Government of Busia invites proposals for the following consultancy services for request for consultancy services for **Expression of Interest (EOI) For Consultancy Services for Preparation of Site Plans for Apokor VTC and 23 others in Busia County.**

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 Interested bidders may obtain further information from and inspect the Tender Documents at the Supply Chain Office located at the Busia County Head Quarters, except on public holidays BETWEEN 8 a.m. and 5 p.m. or Download the document from county website: www.busiacyounty.go.ke OR Procurement Portal.

1.4 Enquiries can be made via email address: info@busiacyounty.go.ke OR supplychain@busiacyounty.go.ke

1.5 Bidders are required to submit original and copy of the **technical bid** which shall be placed in a sealed envelope clearly marked “TECHNICAL”, and the original and copy of the **financial bid** in a sealed envelope duly marked “FINANCIAL”. Both envelopes shall be placed in an outer envelope and sealed and deposited in the Tender Box located at the Administration Block of Apokor VTC located along Nambale Amukura Road, Teso South Sub County, Busia County before **Wednesday 25th February, 2021 by 12.00 noon.**

Director – Supply Chain Management Services

For: Chief Officer – Education and Vocational Training

SSECTION 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 firsthand 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 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 EOI 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 EOI. 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 EOI 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 has 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 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 EOI 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 initialled 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

S/No.	Description	Points
i.	Specific experience of the Consultant related to the assignment	10
ii.	Comments on Terms of Reference	5
iii.	Adequacy of the proposed work plan and methodology in responding to the terms of reference	35
iv.	Qualifications and competence of the key staff for the assignment	50
	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 subclause 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:-
- $$Sf = 100 \times FM/F$$
 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:
- i. Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
 - ii. Legal capacity to enter into a contract for procurement
 - iii. 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.
 - iv. 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:

Paragraph Reference	
1.1	<p>Name of the Client: COUNTY GOVERNMENT OF BUSIA</p> <p>Method of selection: Quality and Cost based selection (QCBS) in accordance with the Guidelines for Selection and Employment of Consultants by the public procurement and disposal Act 2006)</p>
1.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes</p> <p>Name of the assignment is: EXPRESSION OF INTEREST (EOI) FOR CONSULTANCY SERVICES FOR PREPARATION OF SITE PLANS FOR APOKOR VTC AND 23 OTHER VOCATIONAL TRAINING CENTRES IN BUSIA COUNTY</p>
1.3	<p>A pre-proposal conference will be held: No</p> <p>The Client's representative is:</p> <p style="text-align: center;">Principal, Apokor Vocational Training College P.O Box 10-50403 Amukura- Kenya</p>
1.4	<p>The Client will provide the following inputs and facilities:</p> <p>provide for the Project Manager, Project Supervisor (Physical Planner) and a Liaison Officer from County Department of Education and Vocational Training avail relevant project data and reports where applicable provide relevant liaison with government departments and all relevant authorities</p>
1.6.1 (a)	<p>The Client envisages the need for continuity for downstream work: No</p>

1.14	Proposals must remain valid 90 days after the submission date, i.e. until:
2.1	<p>Clarifications may be requested and the request received not later than 7days before the submission date.</p> <p>The address for requesting clarifications is:</p> <p style="text-align: center;">PRINCIPAL, APOKOR VOCATIONAL TRAINING COLLEGE P.O BOX 10-50403 AMUKURA- KENYA</p>
3.1	Proposals shall be submitted in the following language: English
3.3 (a)	Shortlisted Consultants may associate with other shortlisted Consultants: No
3.3 (b)	The estimated number of professional staff-months required for the assignment is: Not more than 3 months
3.4	The Format of the Technical Proposal to be submitted is: EOI
3.4 (g)	Training is a specific component of this assignment: No
3.7	Amounts payable by the Client to the Consultant under the contract to be subject to local taxation: Yes

	<p>If affirmative, the Client will: reimburse the Consultant for any such taxes paid by the Consultant: <i>No</i></p> <p><i>The consultant shall be required to pay all local taxes as per the prevailing government of Kenya regulations. These shall be included in the Consultant's financial proposal but shall be shown as separate amounts. However, the client will be exempted from paying Output VAT on the consultancy services</i></p>
3.8	Consultant to state local cost in the national currency: Yes.
4.5	<p style="text-align: center;">PRINCIPAL, APOKOR VOCATIONAL TRAINING COLLEGE P.O BOX 10-50403 AMUKURA- KENYA <u>PRINCIPAL,</u></p>
2.10.6	<p><u>MANDATORY REQUIREMENT (PRELIMINARY EVALUATION CRITERIA)</u></p> <p>M1. Upload certificate of incorporation/business registration</p> <p>M2. Upload Valid tax compliance</p> <p>M3 Upload Current CR12</p> <p>M4 Upload valid practicing license from Physical Planners Registration Board</p> <p>M5. Must Submit in the right format (all forms filled, signed and stamped) M6 Must submit the Technical and Financial Proposal in the IFMIS and Two (2) copies of Technical Proposal ONLY manually at the tender Box placed at Administration Block at Apokor VTC, located along Amukura-Nambale road, Teso South Sub county.</p>
5.2 (a)	Criteria, sub-criteria, and point system for the evaluation of Full Technical

Proposals are:

Points

Specific experience of the Consultants relevant to the assignment: **[10]**

Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:

- a) Technical approach and methodology [20]
- b) Work plan [5]
- c) Organization and staffing [5]

Total points for criterion (ii): [30]

Key professional staff qualifications and competence for the assignment:

- a) **Team Leader – Project Director** [20 points]

Masters degree in Urban and Regional Planning or equivalent

Be registered with a relevant professional body such as the Physical Planners Registration Board.

Be registered EIA expert with a relevant professional

At least five (5) years relevant professional experience in urban planning

- b) **Project Planner/Urban Specialist** [10points]

Degree in urban and Regional Planning or equivalent field; and registered by Physical Planners Registration Board

At least five (5) years professional experience in participatory urban planning and management, including policies, systems and implementation of the same

	<p>c)Digital Mapping Specialist (10 points)</p> <p>A degree in Land Surveying and photogrammetry equivalent field with at least seven (5) years relevant experience in digital mapping, GIS and Land Information System,</p> <p>d) Infrastructure Planning Specialist [10 points] A degree in Engineering, Urban Planning, Architecture or related field, Minimum 5 years practical experience in urban infrastructure planning and development.</p> <p>Total points for criterion (iii): [50]</p> <p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub criteria and relevant percentage weights:</p> <p>1) General qualifications [30 points]</p> <p>2) Adequacy for the assignment [50 points]</p> <p>3) Experience in region [20 points]</p> <p>Total weight: 100 points</p>
	The minimum technical score required to pass is: <u>80</u> Points
5.2 (b)	Criteria, sub criteria, and point system for the evaluation of Simplified Technical Proposals are: N/A

5.6	The single currency for price conversions is: Kenya Shillings
5.7	<p>The formula for determining the financial scores is the following: $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.</p> <p>The weights given to the Technical and Financial Proposals are: T = 0.8, and F = 0.2</p>
7.2	<p>Expected date for commencement of consulting services Date..15th.../ Month..March.../ Year..2021. Location: Busia County</p>

Section 3: Technical Proposal - Standard Forms

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

2	Form TECH-1: Technical Proposal Submission Form	18
3	Form TECH-2: Consultant's Organization and Experience	20
	A - Consultant's Organization	20
	B - Consultant's Experience	20
4	Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Client.....	21
	A - On the Terms of Reference	21
	B - On Counterpart Staff and Facilities	22
5	Form TECH-4: Description of Approach, Methodology and Work Plan for Performing the Assignment	23
6	Form TECH-5: Team Composition and Task Assignments	24
7	Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff.....	25
8	Form TECH-7: Staffing Schedule.....	27
9	Form TECH-8 Work Schedule	29

Form TECH-1: Technical Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sir,

We, the undersigned, offer to provide the consulting services for [Insert title of assignment]

..... in accordance with your Request for Proposal dated [Insert Date]..... and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope¹.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]²

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.14 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.2 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

A - Consultant's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.]

B - Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment.(10 Pages)]

Assignment name:	Approx. value of the contract (in current Kshs)
Country: County:	Duration of assignment (months):
Name of Client:	Total N ^o of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current Kshs.):
Start date (month/year): Completion date (month/year):	N ^o of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: _____

Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Client

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

Form TECH-4: Description of Approach, Methodology and Work Plan for Performing the Assignment

You are suggested to present your Technical Proposal divided into the following three chapters:

- a) *Technical Approach and Methodology,*
 - b) *Work Plan, and*
 - c) *Organization and Staffing,*
- a) Technical Approach and Methodology. *In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.*
- b) Work Plan. *In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.*
- c) Organization and Staffing. *In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]*

[illegible]

--	--	--	--	--

Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff

1. **Proposed Position** *[only one candidate shall be nominated for each position]:* ____
2. **Name of Firm** *[Insert name of firm proposing the staff]:* _____

3. **Name of Staff** *[Insert full name]:* ____
4. **Date of Birth:** _____ **Nationality:** _____
5. **Education** *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:* _____
6. **Membership of Professional Associations:** _____
7. **Other Training** *[Indicate significant training since degrees under 5 - Education were obtained]:*

8. **Similar Work Experience:** ____

9. **Employment Record** *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:*

From [Year]: _____ To [Year]: _____

Employer: _____

Positions held: _____

11. Detailed Tasks Assigned <i>[List all tasks to be performed under this assignment]</i>	Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned <i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i> Name of assignment or project: _____ Year: _____ Location: _____ Client: _____ Main project features: _____ Positions held: _____ Activities performed: _____
---	---

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date: _____

[Signature of staff member or authorized representative of the staff] *Day/Month/Year*

Full name of authorized representative: _____

FormTECH-7: Staffing Schedule¹


	Name of Staff	Staff input (in the form of a bar chart) ²													Total staff-month input			
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ³	Total	
Foreign																		
1		[Home]																
		[Field]																
2																		
3																		
n																		
													Sub total					
Local																		

1		[Home]																
		[Field]																
2																		
n																		
											Subtotal							
											Total							

1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.

3 Field work means work carried out at a place other than the Consultant's home office.

 Full time input

 Part time input

FormTECH-8 Work Schedule

N°	Activity ¹	Months ²												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

¹ Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

² Duration of activities shall be indicated in the form of a bar chart.

SECTION 4: FINANCIAL PROPOSAL SUBMISSION FORM

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 all the tax liability including VAT, withholding tax 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.

This consultancy proposal will be quoted as lump sum and will cover the detailed items below:

4A. Financial Proposal Submission Form

4B. Summary of costs

4C. Supervision PC sums

4D. Breakdown of price per activity

4E. Breakdown of remuneration per activity

4A. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

.....

.....

.....

To: [Name and address of Client]

.....

.....

Dear Sir,

We, the undersigned, offer to provide the consulting services for [Insert title of assignment]

.....

..... in accordance
with your Request for Proposal datedand our Proposal (Technical and
Financial Proposals). Our attached Financial Proposal is for the sum of Kshs.....

.....

..... [Amount in words and
figures]. This amount is inclusive of the taxes, which we have estimated at

.....

..... [Amount in words and figures]

Our Financial Proposal shall be binding upon us subject to the modifications resulting from
Contract negotiations, up to expiration of the validity period of the Proposal, i.e.,

Date.....

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory Name

of Firm:

Address:

4B: SUMMARY OF COSTS

Costs	Amount(s) Kenya shillings (kshs.)
Subtotal (4C + 4D + 4E exclusive of taxes)	
Add 16% Tax	
Total Amount of Financial Proposal	

4C: Supervision PC Sums and workshops.

Activity No:				Activity Name	
No	Description	Unit	Quantity	Unit Price	Total Amount
	Add 20% management fee				
	Subtotal of 4C				

NB: Entails remunerations of the whole supervision team attached to the project – project manager, supervisor, project planner and project team

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. _____			Activity Name: _____	
Names	Position	Input	Unit Price In Kenya shillings (Kshs.)	Total Amount in Kenya shillings (Kshs.)
Regular staff				
Consultants				
project manager, project supervisor and project team				

All costs shall be lump sum

SECTION 5: EXPRESSION OF INTEREST (EOI) FOR CONSULTANCY SERVICES FOR PREPARATION OF SITE PLANS FOR APOKOR VTC AND 23 OTHER YOUTH POLYTECHNICS IN BUSIA COUNTY

INTRODUCTION OVERVIEW

Youth Polytechnics areas are notably the most significant level of education that can empower youths. The existing youth polytechnic has failed to service the community. For organized development of the institutions to provide the essential services it is important to have a site plan.

UNDERLYING PRINCIPLES

- Respect to the Constitution of Kenya, 2010, and all related laws binding the contract
- Adherence to planning process and procedures
- Adherence to surveying process and procédures
- Participatory process

PROJECT LOCATION

The project is located in Busia County covering 24 institutions, which include:

S/No	VTC NAME	LOCATION (SUB COUNTY)
1.	APOKOR VTC	TESO SOUTH
2.	KATAKWA VTC	TESO NORTH
3.	ANGURAI VTC	TESO NORTH
4.	AMAGORO VTC	TESO NORTH
5.	ONYUNYUR VTC	TESO SOUTH
6.	AMAASE VTC	TESO SOUTH
7.	OSURET VTC	TESO SOUTH
8.	NAMBALE VTC	NAMBALE
9.	KHAYO VTC	NAMBALE
10.	IGARA VTC	NAMBALE
11.	NASIRA VTC	NAMBALE
12.	ESIDENDE VTC	MATAYOS
13.	BUTULA VTC	BUTULA
14.	BUTUNYI VTC	BUTULA
15.	BUBURI VTC	SAMIA
16.	St. MARY GANGA VTC	SAMIA
17.	NAMASALI VTC	BUNYALA

Section 3 – Technical Proposal – Standard Forms

18.	DIRAKHO VTC	BUNYALA
19.	NANGINA VTC	SAMIA
20.	BUSIBI VTC	SAMIA
21.	BUKOMA VTC	BUNYALA
22.	BUSAGWA VTC	BUNYALA
23.	BUSIA TOWNSHIP VTC	MATAYOS
24.	MATAYOS VTC	MATAYOS

PURPOSES OF SITE PLAN

- i. Stabilize and increase property values;
- ii. Control the densities of building in the institutions;
- iii. Guide and control the circulation on the institutions;
- iv. To provide the guide for landscaping of the institution.

OBJECTIVES OF THE SITE PLAN

1. To provide a spatial development framework for the institution.
2. To guide in landscaping implementation.
3. To identify environmentally fragile areas in the institutions and provide and for proper disposal of wastes.

SCOPE OF THE SERVICES

This assignment shall cover 24 youth polytechnics within Busia County which include:

S/No	VTC NAME	LOCATION (SUB COUNTY)
1.	APOKOR VTC	TESO SOUTH
2.	KATAKWA VTC	TESO NORTH
3.	ANGURAI VTC	TESO NORTH
4.	AMAGORO VTC	TESO NORTH
5.	ONYUNYUR VTC	TESO SOUTH
6.	AMAASE VTC	TESO SOUTH
7.	OSURET VTC	TESO SOUTH
8.	NAMBALE VTC	NAMBALE
9.	KHAYO VTC	NAMBALE
10.	IGARA VTC	NAMBALE
11.	NASIRA VTC	NAMBALE
12.	ESIDENDE VTC	MATAYOS
13.	BUTULA VTC	BUTULA
14.	BUTUNYI VTC	BUTULA
15.	BUBURI VTC	SAMIA
16.	St. MARY GANGA VTC	SAMIA
17.	NAMASALI VTC	BUNYALA
18.	DIRAKHO VTC	BUNYALA
19.	NANGINA VTC	SAMIA
20.	BUSIBI VTC	SAMIA
21.	BUKOMA VTC	BUNYALA
22.	BUSAGWA VTC	BUNYALA
23.	BUSIA TOWNSHIP VTC	MATAYOS
24.	MATAYOS VTC	MATAYOS

The consultant is therefore expected to carry out a survey on the institutions establishing the approximate area of the parcel, developed and undeveloped area and prepare a site plan for the institution.

The consultant is expected to translate the outcome to a detailed design of each institutions not limited to advisory plans and survey plans for the plots. The assignment shall be carried out and be delivered digitally. Use of up to date land information, maps and images must be adhered to.

REPORTS AND TIME SCHEDULE

The project is expected to run for 3 months from the date of signing the contract. During the duration of the assignment the consultant shall present the following reports to the client:

Reports /presentations	Target Date
Inception	First week after contract effective date
Presentation and submission of 1 st progress report	3 rd week after contract effective date
Presentation of draft plan and progress report	6 th week after contract effective date
Presentation of final draft plans, Planning report/project	7 th week after effective date
Presentation of final plans, Planning report/project	8 th week after effective date
on project conclusion (upon amendment of plan after publication	Payable after 10 days of publication

DATA SERVICES, PERSONNEL AND FACILITIES TO BE PROVIDED BY THE CLIENT

Data/information

Data available include:

- Maps
- Plans
- Published and unpublished documents
- Reports (Socio-economic, political, geographical etc) □ Statistical data

Personnel

The client will provide the following personnel for the project

- Project manager – the Chief Officer in charge of Education and Vocational Training
- Project supervisor –Physical Planning Officer
- Project Planner/Resident Planner- In charge of Forward Planning
- 5 Project Team members – to comprise of the all Planners and appointed Land Surveyors to the project

It is expected that the consultant shall provide a technical working team stationed in Busia that will constantly work with project team to deliver this assignment.

DELIVERABLES

On completion of the project, the consultant is expected to deliver the following:

- A detailed designed site plan soft and hard copies (not exceeding a scale of 1:2500)
- Detailed survey plan of the institution
- Planning brief report for the institution.
- Any other material deemed relevant by both consultant and the client.

TERMS OF PAYMENT

Payments will be done as follows:

100% payment upon completion of
the project.

NB. All payments shall be made upon satisfaction to the project management team and Inspection and Acceptance committee on deliverables

Section 6 Standard Forms of Contract

ANNEX II. Consultant's Services: Lump-Sum Contract

S T A N D A R D F O R M O F C O N T R A C T

Consultants' Services

Lump-Sum

Contents

10 I. Form of Contract.....	44	11
II. General Conditions of Contract.....	47	
1. General Provisions	47	
1.1 Definitions.....	47	
1.2 Law Governing Contract.....	48	
1.3 Language	48	
1.4 Notices	48	
1.5 Location	48	
1.6 Authority of Member in Charge	48	
1.7 Authorized Representatives	49	
1.8 Taxes and Duties	50	
1.9 Fraud and Corruption	50	
2. Commencement, Completion, Modification and Termination of Contract	52	
2.1 Effectiveness of Contract	52	
2.2 Commencement of Services	52	
2.3 Expiration of Contract.....	52	
2.4 Modifications or Variations	52	
2.5 Force Majeure	52	

2.6	Termination	53
3.	Obligations of the Consultant	55
3.1	General	55
3.2	Conflict of Interests	55
3.3	Confidentiality	56
3.4	Insurance to be Taken Out by the Consultant	56
3.5	Consultant's Actions Requiring Client's Prior Approval	56
3.6	Reporting Obligations	56
3.7	Documents Prepared by the Consultant to be the Property of the Client	56
3.8	Accounting, Inspection and Auditing	57
4.	Consultant's Personnel	57
4.1	Description of Personnel	57
4.2	Removal and/or Replacement of Personnel	57
5.	Obligations of the Client	58
5.1	Assistance and Exemptions	58
5.2	Change in the Applicable Law Related to Taxes and Duties	58
5.3	Services and Facilities	58
6.	Payments to the Consultant	58
6.1	Lump-Sum Payment	59
6.2	Contract Price	59

6.3	Payment for Additional Services	59
6.4	Terms and Conditions of Payment	59
6.5	Interest on Delayed Payments	59
7.	Good Faith	59
7.1	Good Faith	59
8.	Settlement Of Disputes	60
8.1	Amicable Settlement	60
8.2	Dispute Resolution	60
12	III. Special Conditions of Contract	61
13	IV. Appendices	66
	Appendix A – Description of Services	66
	Appendix B - Reporting Requirements	66
	Appendix C - Key Personnel and Sub-Consultants	66
	Appendix D - Breakdown of Contract Price in Foreign Currency	67
	Appendix E - Breakdown of Contract Price in Local Currency	67
	Appendix F - Services and Facilities Provided by the Client	67
	Appendix G - Form of Advance Payments Guarantee	68

CONTRACT FOR CONSULTANTS' SERVICES

Lump-Sum

between

[name of the Client] _____

and

[name of the Consultant] _____

Dated: _____

I. Form of Contract

LUMP-SUM

(Text in brackets [] is optional; all notes should be deleted in final text)

This CONTRACT (hereinafter called the “Contract”) is made the *day/ month...../year*, between, on the one hand,

.....*[name of client]*

(hereinafter called the “Client”) and, on the other hand,

.....*[name of Consultant]* (hereinafter called the “Consultant”).

[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Client”) and, on the other hand, a joint venture/consortium/association consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, [name of Consultant] and [name of Consultant] (hereinafter called the “Consultant”).]

WHEREAS

(a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);

(b) the Consultant, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

(c) the Client has received *[or has applied for]* a loan from the International Bank for Reconstruction and Development (hereinafter called the “Bank”) *[or a credit from the International Development Association (hereinafter called the “Association”)]* towards the cost of the Services and intends to apply a portion of the proceeds of this loan *[or credit]* to eligible payments under this Contract, it being understood (i) that payments by the Bank *[or Association]* will be made only at the request of the Client and upon approval by the Bank *[or Association]*, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the loan *[or credit]*, and (iii) that no party other than the Client shall derive any rights from the agreement providing for the loan *[or credit]* or have any claim to the loan *[or credit]* proceeds;

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, the words “Not Used” should be inserted below next to the title of the Appendix*]

Appendix A: Description of Services	Not used
-------------------------------------	----------

Appendix B: Reporting Requirements	Not used
------------------------------------	----------

Appendix C: Key Personnel and Sub-Consultants	Not used
---	----------

Appendix D: Breakdown of Contract Price in Foreign Currency	Not used
---	----------

Appendix E: Breakdown of Contract Price in Local Currency	Not used
---	----------

Appendix F: Services and Facilities Provided by the Client	Not used
--	----------

Appendix G: Form of Advance Payment Guarantee	Not used
---	----------

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

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

(b) the Client shall make payments to the Consultants 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]*

[Authorized Representative]

For and on behalf of *[name of Consultant]*

[Authorized Representative]

[Note: If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the Members of the Consultant

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

II. General Conditions of Contract

1. GENERAL PROVISIONS

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

“Applicable Law” means the laws and any other instruments having the force of law in the Government’s country, or in such other country as may be specified in the Special Conditions of Contract (SC), as they may be issued and in force from time to time.

“Bank” means the International Bank for Reconstruction and Development, Washington, D.C., U.S.A., or the International Development Association, Washington, D.C., U.S.A.

“Consultant” means any private or public entity that will provide the Services to the Client under the Contract.

“Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is these General Conditions (GC), the Special Conditions (SC), and the Appendices.

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

“Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.

“Foreign Currency” means any currency other than the currency of the Client’s country.

“GC” means these General Conditions of Contract.

“Government” means the Government of the Client’s country.

“Local Currency” means the currency of the Client’s country.

“Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.

“Party” means the Client or the Consultant, as the case may be, and

“Parties” means both of them.

“Personnel” means persons hired by the Consultant or by any SubConsultants and assigned to the performance of the Services or any part thereof.

“SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.

“Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

“Sub-Consultants” means any person or entity to whom/which the Consultant subcontracts any part of the Services.

“In writing” means communicated in written form with proof of receipt. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.2 Law Governing Contract

1.8 Taxes and Duties The Consultant, Sub-Consultants, and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.

1.9 Fraud and Corruption If the Client determines that the Consultant and/or their Sub-Consultants has engaged in corrupt, fraudulent, collusive coercive, or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving 14 days notice to the Consultant, terminate the Consultant's employment under the Contract, and the provisions of Clause 2 shall apply as if such expulsion had been made under SubClause 2.6.1(c).

Should any personnel of the Consultant be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, then that personnel shall be removed in accordance with Sub-Clause 4.2.

1.9.1 Defini- For the purposes of this Sub-Clause, the terms set-forth below are **tions** defined as follows:

“corrupt practice”³ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

“fraudulent practice”⁴ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

³ “Another party” refers to a public official acting in relation to the selection process or contract execution. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

⁴ A “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

“collusive practice”⁵ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

“coercive practice”⁶ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

“obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under Clause 3.6.

1.9.2 Measures to will cancel the portion of the loan allocated to a contract if it determines **be Taken** at any time that representatives of the Borrower or of a beneficiary of the loan were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;

will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a Bankfinanced contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Bank-financed contract;

1.9.3 Commissions The Client will require the successful Consultants to disclose any **and Fees** commissions or fees that may have been paid or are to be paid to agents, representatives, or

⁵ “Parties” refers to participants in the selection process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁶ A “party” refers to a participant in the selection process or contract execution.

commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

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. The date the Contract comes into effect is defined as the Effective Date.

2.2 Commencement of Services The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

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

2.4 Modifications or Variations Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

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 their 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 them 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 in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1.

In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).

If the Consultant does not remedy a failure in the performance of their 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.

If the Consultant becomes insolvent or bankrupt.

If the Consultant, in the judgment of the Client has engaged in corrupt

or fraudulent practices in competing for or in executing the Contract. If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

**2.6.2 By the
Consultant**

The Consultants 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 events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:

If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.

If, as the 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.

If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

**2.6.3 Payment
upon Termination**

Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the Client shall make the following payments to the Consultant:

payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination; except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost 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

Standard of Performance

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultants or third Parties.

3.2 Conflict of Interests

The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

3.2.1 Consultants not to Benefit from Commissions, Discounts, etc.

The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with

3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project

activities pursuant to this Contract or to the Services or in the discharge of their

obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment. The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such SubConsultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

- 3.2.3 Prohibition of Conflicting Activities** The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
- 3.3 Confidentiality** Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.4 Insurance to be Taken Out by the Consultant** The Consultant (a) shall take out and maintain, and shall cause any SubConsultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5 Consultant's Actions Requiring Client's Prior Approval** The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:
entering into a subcontract for the performance of any part of the Services,
appointing such members of the Personnel not listed by name in Appendix C, and any other action that may be specified in the SC.
- 3.6 Reporting Obligations** The Consultant shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.
- 3.7 Documents Prepared by the** All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall

Consultant to be the Property of the Client 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 to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8 Accounting, Inspection and Auditing The Consultant shall permit the Bank and/or persons appointed by the Bank to inspect its accounts and records as well as those of its SubConsultants relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Bank if required by the Bank. The Consultant's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Consultant Guidelines).

4. CONSULTANT'S PERSONNEL

4.1 Description of Personnel The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. 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**

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, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the

Consultant shall provide as a replacement a person of equivalent or better qualifications.

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) have 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.

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 its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.

**5.2 Change in the
Applicable Law
Related to
Taxes and
Duties**

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, 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 Clauses GC 6.2 (a) or (b), as the case may be.

- 5.3 Services and Facilities** The Client shall make available free of charge to the Consultant the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANT

- 6.1 Lump-Sum Payment** The total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive fixed lump-sum covering all costs required to carry 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** The price payable in foreign currency/currencies is set forth in the SC.
- Payment for Additional Services** The price payable in local currency is set forth in the SC.
- For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lumpsum 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 an advance payment guarantee for the same amount, and shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the Client shall have approved in writing. 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 Payments** If the Client has delayed payments beyond fifteen (15) days after the due date stated in the Clause SC 6.4, interest shall be paid to the Consultant for each day of delay at the rate stated in the SC.

7. GOOD FAITH

14

- 7.1 Good Faith** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8. SETTLEMENT OF DISPUTES

8.1 Amicable The Parties agree that the avoidance or early resolution of disputes is **Settlement** crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Any dispute between the Parties as to matters arising pursuant to this **Resolution** 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 submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
{1.1(a)}	The words “in the Government’s country” are amended to read “in Kenya
1.3	The language is English .
1.4	<p>The addresses are:</p> <p>The Chief Officer</p> <p>Education and Vocational Training</p> <p>P.O. Box 196-50400</p> <p>BUSIA KENYA.</p> <p>KENYA</p> <p>Consultant: _____</p> <p>_____</p> <p>Attention: _____</p> <p>Facsimile: _____ E-mail: _____</p>

{1.6}	<p>{The Member in Charge is <i>[insert name of member]</i>}</p> <p><i>Note: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.</i></p>
1.7	<p>The Authorized Representatives are:</p> <p>For the Client: County Secretary</p> <p>For the Consultant: _____</p>
1.8	<p>The Client warrants that the Consultant, the Sub-Consultants and the Personnel shall not be exempt from any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultant, the Sub-Consultants and the Personnel in respect of:</p> <p>any payments whatsoever made to the Consultant, Sub-Consultants and the Personnel (other than nationals or permanent residents of the Government's country), in connection with the carrying out of the Services; any equipment, materials and supplies brought into the Government's country by the Consultant or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them;</p> <p>any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;</p> <p>any property brought into the Government's country by the Consultant, any Sub-Consultants or the Personnel (other than nationals or permanent residents of the Government's country), or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn there from by them upon their respective departure from the Government's country, provided that:</p>

	<p>the Consultant, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Government's country in importing property into the Government's country; and if the Consultant, Sub-Consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Government's country upon which customs duties and taxes have been exempted, the Consultant, Sub-Consultants or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of the Government's country, or (ii) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Government's country.</p>
2.2	<p>The date for the commencement of Services is</p> <p>Date..... /Month..... /year.....</p>
2.3	<p>The time period shall be <i>four (4) months</i>. (Recheck in view of the timelines indicated in the ToR for the deliverables, e.g. "Submission of Coloured (hard copies and digital) after effective date")</p>

3.4	<p>The risks and the coverage shall be as follows:</p> <p>Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of – shall be in accordance with the applicable law;</p> <p>Third Party liability insurance, with a minimum coverage of -shall be in accordance with the applicable law</p> <p>professional liability insurance, with a minimum coverage of Contract Price; employer's liability and workers' compensation insurance in respect of the</p> <p>Personnel of the Consultant and of any Sub-Consultants, in accordance with</p>
	<p>the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
3.7 (b)	<p>The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.</p>
5.1	<p>The Client shall seek from Treasury exemption from payment of output VAT</p>
6.2(a)	
6.2(b)	<p>The amount in local currency is <i>[amount to be inserted]</i>.</p>

6.4	<p>The accounts are:</p> <p>for local currency:.....<i>[account to be inserted]</i></p> <p>Payments shall be made according to the following schedule:</p> <p>100% payment to be done upon completion of project.</p>
6.5	<p>The interest rate is:</p> <p>Local Currency: the prevailing mean interest rate as given by Central Bank of Kenya</p>

IV. Appendices

APPENDIX A – DESCRIPTION OF SERVICES

***Note:** 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

***Note:** List format, frequency, and contents of reports; persons to receive them; dates of submission; etc.*

APPENDIX C - KEY PERSONNEL AND SUB-CONSULTANTS

***Note:** List under:*

C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Foreign Personnel to be assigned to work in the Government's country, and estimated staff-months for each.

C-2 Same as C-1 for Key Foreign Personnel to be assigned to work outside the Government's country.

C-3 List of approved Sub-Consultants (if already available); same information with respect to their Personnel as in C-1 or C-2.

C-4 Same information as C-1 for Key local Personnel.

APPENDIX D - BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

***Note:** 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 expenses.*

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

APPENDIX E - BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

***Note:** 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

***Note:** List here the services and facilities to made available to the Consultant by the Client.*

APPENDIX G - FORM OF ADVANCE PAYMENTS GUARANTEE

Note: See Clause GC 6.4 and Clause SC 6.4.

Bank Guarantee for Advance Payment

_____ *[Bank's Name, and Address of Issuing Branch or Office]*

Beneficiary: _____ *[Name and Address of Client]*

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that *[name of Consulting Firm]* (hereinafter called "the Consultants") has entered into Contract No. *[reference number of the contract]* dated *[insert date]* with you, for the provision of *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[amount in figures]* (*[amount in words]*) is to be made against an advance payment guarantee.

At the request of the Consultants, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*)⁷ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultants are in breach of their obligation under the Contract because the Consultants have used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultants on their account number _____ at *[name and address of Bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultants as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the ___ day of _____, 2_,⁸ whichever is earlier.

⁷ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

⁸ Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might

Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

Note: All italicized text is for indicative purposes only to assisting preparing this form and shall be deleted from the final product.

consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to

the Client's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."