



**REPUBLIC OF KENYA**  
**COUNTY GOVERNMENT OF LAMU**  
**LAMU MUNICIPALITY**



**TENDER DOCUMENT FOR**  
**PROVISION OF CONSULTANCY SERVICES FOR PREPARATION OF LAMU**  
**ISLAND INTEGRATED URBAN DEVELOPMENT PLAN**

**TENDER NO. CGL/ONT/029/LAMU ISLAND DEV PLAN/2019-2020**

**TENDER NO. CGL/ONT/029/LAMU ISLAND DEV PLAN/2019-2020**

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## **INTRODUCTION**

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

**SECTION I - LETTER OF INVITATION**

TO: Open to all eligible consultants

*Date: 30<sup>TH</sup> January, 2020*

Dear Sir/Madam,

**RE: PROVISION OF CONSULTANCY SERVICES FOR PREPARATION OF  
LAMU ISLAND INTEGRATED URBAN DEVELOPMENT PLAN**

- 1.1 The County Government of Lamu invites proposals for the following consultancy services  
**PROVISION OF CONSULTANCY SERVICES FOR PREPARATION OF LAMU ISLAND INTEGRATED URBAN DEVELOPMENT PLAN**  
(see attached terms of Reference.
- 1.2 The request for proposals (RFP) includes the following documents:
- Section I - Letter of invitation
  - Section II - Information to consultants  
Appendix to Consultants information
  - Section III - Terms of Reference
  - Section IV - Technical proposals
  - Section V - Financial proposal
  - Section VI - Standard Contract Form
- 1.3 Upon receipt, please inform us
- (a) that you have received the letter of invitation
  - (b) whether or not you will submit a proposal for the assignment

**For (accounting officer, County Government of Lamu)**

## SECTION II – INFORMATION TO CONSULTANTS (ITC)

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## **SECTION II: - INFORMATION TO CONSULTANTS (ITC)**

### **2.1 Introduction**

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

### **2.2 Clarification and Amendment of RFP Documents**

- 2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client’s address indicated in the Appendix “ITC”. The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but

without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

- 2.2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited consultants and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

## **2.3 Preparation of Technical Proposal**

- 2.3.1 The Consultants proposal shall be written in English language.

- 2.3.2 Tender security **SHALL** be in the amount of 2% of the total tender amount in the form of a bank guarantee, Letter of credit, Cash or from Insurance Companies registered and approved by PPRA.

- 2.3.3 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.

- 2.3.4 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.

- 2.3.5 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”.

**2.3.6** The Technical Proposal shall not include any financial information.

## **2.4 Preparation of Financial Proposal**

- 2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.
- 2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix “A” specifies otherwise.
- 2.4.3 Consultants shall express the price of their services in Kenya Shillings.
- 2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.
- 2.4.5 The Proposal must remain valid for **120 days** after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If



the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

## 2.5 **Submission, Receipt, and Opening of Proposals**

- 2.5.1 The original proposal (Technical Proposal and Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorised to sign the proposals.
- 2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix “A”. Each Technical Proposal and Financial Proposal shall be marked “**ORIGINAL**” or “**COPY**” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 2.5.3 The original and all copies of the Technical Proposal shall be submitted electronically through the IFMIS negotiation number allocated to each tender so as to be received on or before **Thursday 13<sup>th</sup> February, 2020 at 11:00 .a.m.**
- 2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before **Thursday 13<sup>th</sup> FEBRUARY, 2020 at 11.00 A.M.** 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.
- 2.5.6 Completed tender proposals are to be addressed to the **(COUNTY GOVERNMENT OF LAMU P.O BOX 74- 80500 LAMU and should be submitted electronically through IFMIS supplier portal at [www.supplier.treasury.go.ke](http://www.supplier.treasury.go.ke)** so as to be received on or before **Thursday 13<sup>th</sup>February, 2020 at 11.00 a.m.**

## 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

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

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 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 15% of the original contract price
- 2.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

## **2.9 Negotiations**

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

- 2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.
- 2.9.6 The procuring entity shall appoint a team for the purpose of the negotiations.

## **2.10 Award of Contract**

- 2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.
- 2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix "A".
- 2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.10.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.10.5 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.10.6 To qualify for contract awards, the tenderer shall have the following:
- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
  - (b) Legal capacity to enter into a contract for procurement
  - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
  - (d) Shall not be debarred from participating in public procurement.

## **2.11 Confidentiality**

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

## **2.12 Corrupt or fraudulent practices**

- 2.12.1 The procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.12.2 The procuring entity will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

## **Appendix to information to consultants**

### **Note on the Appendix to Information to Consultants**

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

## Appendix to Information to Consultants

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

Instruction to tender reference	Particulars of Appendix- Information To Consultants ( ITC)
1:0 Indicate Eligible Tenderers	All eligible Consultants.
2.3.2 – Tender Security	Shall be in the amount of 2% of the total tender amount.
2..3.5 – Technical and Financial Proposals	Submit as per clause 2.5.6 electronically through IFMIS supplier Portal.
2.5.4: State day, date and time of tender closing	<b>Thursday 13<sup>TH</sup> February, 2020, at 11.00 a.m.</b>
2.7- Evaluation	Evaluation of technical proposals.
2.8 – Opening	Public Opening and Evaluation of Financial Proposal
2.9	Negotiations
2.10	Contract award

## **SECTION III: - TECHNICAL PROPOSAL**

### **Notes on the preparation of the Technical Proposals**

- 3.1 In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultants own risk and may result in rejection of the consultant's proposal.
- 3.2 The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.
- 3.3 The Technical proposal shall not include any financial information unless it is allowed in the Appendix to information to the consultants or the Special Conditions of contract.

## SECTION III- TECHNICAL PROPOSAL

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1. Technical proposal submission form	
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3. Comments and suggestions of consultants on the Terms of reference and on data, services and Facilities to be provided by the procuring entity	
4. Description of the methodology and work plan for performing the assignment	
5. Team composition and Task assignments	
6. Format of curriculum vitae (CV) for proposed Professional staff	
7. Time schedule for professional personnel	
8. Activity (work schedule)	



## EVALUATION CRITERIA

<b>MADATORY REQUIREMENTS</b>		<b>POINTS</b>
1.	<p><b>Particulars of the Tendering Company (Attach Copies)</b></p> <p>a) Certified copies of statutory documents as follows: -</p> <ul style="list-style-type: none"> <li>• Certificate of incorporation/registration.</li> <li>• Current valid Tax Compliance certificate.</li> <li>• PIN Certificate.</li> <li>• Current and Valid Business Permit/License.</li> </ul> <p>b) Registration with professional Body (Attach Copy of the Certificate).</p> <p>c) Valid Annual practicing license (Attach Copy).</p> <p>d) Completed confidential business questionnaire and declaration form duly filled, signed and stamped.</p> <p>e) Disclosure of business ownership (Directors/ Partners /Sole Proprietor).</p> <ul style="list-style-type: none"> <li>• Attach a copy Business CR 12 Form.</li> </ul> <p>f) Bidder to provide self-declaration that the person/tenderer is not debarred in the matter of the public procurement and asset disposal act 2015(As per section 62 of PPDA 2015).</p> <p>g) Bidder to provide self-declaration that the person/tenderer will not engage in any corrupt or fraudulent practices.</p>	<b>Mandatory</b>

<b>TECHNICAL/GENERAL REQUIREMENTS</b>		
2.	<p>Provide details of;</p> <ul style="list-style-type: none"> <li>• Company profile (state whether joint venture or not) <b>(2 Marks)</b>.</li> <li>• contact person(s) <b>1 Mark</b></li> <li>• physical address/location – <b>1 Mark</b></li> </ul>	4
3	<p>Evidence of adequacy of working capital for this Consultancy</p> <ul style="list-style-type: none"> <li>• Access to line(s) of credit <b>(5 Marks)</b>.</li> <li>• Availability of other financial resources<b>(5 Marks)</b></li> </ul>	10
4	<p>A Well-defined methodology to undertake this consultancy services as per the terms of reference. Provide a clear methodology and procedures of conducting this exercise in order to meet the level of expectations of the County.</p>	6
5	<ul style="list-style-type: none"> <li>- Specific experience of the consultant related to the assignment at least 5 years and above (For each year @ <b>4marks</b>) attach evidence) =<b>20 Marks</b></li> <li>- Adequacy of the proposed work plan and methodology in responding to the terms of reference <b>(8 Marks)</b>.</li> <li>- Qualifications and competence of the key staff for the assignment and confirmation of their availability to undertake this assignment. ( Attach Cvs of Key staff at least 3 with their experience) each staff @ 5 = <b>15 Marks</b></li> <li>- Suitability to the transfer of Technology Programme (Training) ( <b>7 Marks</b>)</li> </ul>	50
	<p>Information regarding any litigation, current or during the last five years, in which the tenderer is involved, the parties concerned and disputed amount <b>(5 Marks)</b>.</p>	5
5	<p>Delivery period (bidder to state the shortest delivery period) <b>(5 Marks)</b>.</p>	5
<b>Total</b>		<b>80</b>

All information provided may be subject to confirmation by County Government of Lamu. Providing false information will lead to disqualification. **NOTE:** Only tenders that score 60% out of 80% on technical evaluation will qualify to have their proposals for financials evaluated. Those scoring below 60% will be disqualified at this stage. Award will be given to the highest combined scorer.

### **Financial Evaluation**

The financial evaluation shall comprise 20% of the total marks

The formulae for determining the financial score (SF) shall be as follows;

$$SF = 20 FM/F$$

Where: SF is the financial score

FM is the lowest fees quoted and

F is the fees of the quotation under consideration.

The lowest fees quoted will be allocated the maximum score of 20%. The bidder with the highest technical and financial score shall be awarded the tender.

# 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; \_\_\_\_\_

*(May be amended as necessary)*

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

---

On the Terms of Reference:

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

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

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

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

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## 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.

\_\_\_\_\_  
[Signature of staff member] Date: \_\_\_\_\_

\_\_\_\_\_  
[Signature of authorised representative of the firm] Date: \_\_\_\_\_



Full name of staff member: \_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_

## 7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

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

Reports Due: \_\_\_\_\_

Activities Duration: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Authorized representative)

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

## 8. ACTIVITY (WORK) SCHEDULE

### (a). Field Investigation and Study Items

*[1<sup>st</sup>, 2<sup>nd</sup>, etc. are months from the start of assignment)*

	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>	8 <sup>th</sup>	9 <sup>th</sup>	10 <sup>th</sup>	11 <sup>th</sup>	12 <sup>th</sup>	
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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	Page
1. Financial proposal submission Form	
2. Summary of costs	
3. Breakdown of price/per activity	
4. Breakdown of remuneration per activity	
5. Reimbursables per activity	
6. Miscellaneous expenses	

**1. FINANCIAL PROPOSAL SUBMISSION FORM**

\_\_\_\_\_ [ Date]

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*[Name and address of Client]*

Ladies/Gentlemen:

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

We remain,

Yours sincerely,

\_\_\_\_\_ *[Authorized Signature]*

:

\_\_\_\_\_ *[Name and Title of Signatory]:*

\_\_\_\_\_ *[Name of Firm]*

\_\_\_\_\_ *[Address]*

## 2. SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s)
Subtotal		
Taxes		
Total Amount of Financial Proposal		<hr/>

### 3. BREAKDOWN OF PRICE PER ACTIVITY

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



#### 4. BREAKDOWN OF REMUNERATION PER ACTIVITY

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

### 5. REIMBURSABLES PER ACTIVITY

Activity No: \_\_\_\_\_

Name: \_\_\_\_\_

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Air travel	Trip			
2	Road travel	Kms			
3.	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				
4.	Grand Total				_____

## **SECTION V: - TERMS OF REFERENCE**

5.1 Terms of Reference are the initial statement to the consultant of the services to be performed and should therefore be clear and precise and should contain the following sections:

- (a) Background,
- (b) Objectives of the assignment,
- (c) Scope of the Services,
- (d) Training (where appropriate),
- (e) Reports and Time Schedule,
- (f) Data Services, Personnel and Facilities to be provided by the Client, and
- (g) Terms of Payment.

5.2 This Section should be prepared very carefully by the procuring entity to ensure that the consultancy assignment is well understood by the consultants. *(See attached terms of references on appendices for details).*

**SECTION VI:  
STANDARD FORMS OF CONTRACT**

- a. ANNEX I – LARGE ASSIGNMENTS (LUMP-SUM PAYMENTS)
- b. ANNEX II – LARGE AND SMALL ASSIGNMENTS (TIME -BASED PAYMENTS)
- c. ANNEX III – SMALL ASSIGNMENTS (LUMP-SUM PAYMENTS)

**NOTES**

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

**ANNEX I**

**REPUBLIC OF KENYA**

**STANDARD FORM OF CONTRACT**

**FOR**

**CONSULTING SERVICES**

**Large Assignments  
(Lump- Sum payment)**

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## Special Notes

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

**CONTRACT FOR CONSULTANT'S SERVICES**

**Large Assignments (Lump-Sum Payments)**

Between

---

*[Name of the Client]*

AND

---

*[Name of the Consultant]*

Dated: \_\_\_\_\_ *[date]*

## I. FORM OF CONTRACT

### Large Assignments (Lump-Sum Payments)

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

\_\_\_\_\_ [name of consultant] of [or whose registered office is situated at] \_\_\_\_\_ [location of office] (hereinafter called the “Consultant”) of the other part.

#### WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Consultant, having presented to the Client that he has the required professional skills and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract;
  - (b) The Special Conditions of Contract;
  - (c) The following Appendices: [*Note: If any of these Appendices are not used, they should be deleted from the list*]
    - Appendix A: Description of the Services
    - Appendix B: Reporting Requirements
    - Appendix C: Key Personnel and Sub consultants
    - Appendix D: Breakdown of Contract Price in Foreign Currency
    - Appendix E: Breakdown of Contract Price in Local Currency
    - Appendix F: Services and Facilities Provided by the Client

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:
- (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of \_\_\_\_\_ *[name of client]*

*[full name of Client's authorised representative]* \_\_\_\_\_

*[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 here below;
- (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 Sub consultant 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 and such other later date as may be stated in the SC.
- 2.2 Commencement of Services** The Consultant shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective or at such other date as may be specified in the SC.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period, after the Effective Date, as is specified in the SC.
- 2.4 Modification** Modification of the terms and Conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.

## **2.5 Force Majeure**

- 2.5.1 Definition** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 2.5.3 Extension Of Time** Any period within which a Party shall, pursuant to this Contract complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 2.5.4 Payments** During the period of his inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period.

## **2.6 Termination**

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

For the purpose of this clause;

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

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

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

**2.6.2 By the Consultant** The Consultant may terminate this Contract by not less than thirty (30) days’ written notice to the Client, such notice to be given after the occurrence of any of the following events;

- (a) if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within sixty (60) days after receiving written notice from the Consultant that such payment is overdue; or
- (b) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

**2.6.3 Payment upon Termination** Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultant:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable costs incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

### **3. OBLIGATIONS OF THE CONSULTANT**

**3.1 General** The Consultant shall perform the Services and carry out his obligations with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client and shall at all times support and safeguard the Client’s legitimate interests in any dealing with Sub consultants or third parties.



**1.2 Conflict of Interests**

- 3.2.1 Consultant Not to Benefit from Commissions, Discounts, Etc.** (i) The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and the Consultant shall not accept for his own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.
- (ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.
- (iii) Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any applicable Procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of the Client.
- 3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and his affiliates, as well as any Subconsultant and any of his affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
- 3.2.3 Prohibition of Conflicting Activities** Neither the Consultant nor his subconsultant[s] nor their personnel shall engage, either directly or indirectly in any of the following activities:
- (a) during the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract; or

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

**3.3 Confidentiality**

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

**3.4 Insurance to be Taken Out by the Consultant**

The Consultant (a) shall take out and maintain and shall cause any sub consultant[s] to take out and maintain, at his (or the sub consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

**3.5 Consultant's Actions Requiring Client's Prior Approval**

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

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the personnel not listed by name in Appendix C ("Key Personnel and Sub consultants").

**3.6 Reporting Obligations**

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

**3.7 Documents prepared by the Consultant to Be the Property of the Client**

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of the Client and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

**4. CONSULTANT'S PERSONNEL**

**4.1 Description of Personnel**

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C.

The Key Personnel and Sub consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

**4.2 Removal and/or Replacement Of Personnel** (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.

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

## **5. OBLIGATIONS OF THE CLIENT**

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

**5.2 Change in the Applicable Law** If after the date of this Contract, there is any change in the Laws of Kenya with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Consultant, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties and corresponding adjustments shall be made to the amounts referred to in Clause 6.2 (a) or (b), as the case may be.

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

## **6. PAYMENTS TO THE CONSULTANT**

**6.1 Lump-Sum Remuneration** The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Sub consultants' costs, printing, communications,

travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the 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** for the purposes of determining the 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** Payments will be made to the account of the  
**Conditions of** Consultant and according to the payment  
**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** Payment shall be made within thirty (30) days of  
**Delayed** receipt of invoice and the relevant documents  
**Payment** 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 Clause	Amendments of and Supplements to Clauses in the General Conditions of Contract
---------------------	--

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

1.4 The addresses are:

Client: \_\_\_\_\_  
 Attention: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Telex; \_\_\_\_\_  
 Facsimile: \_\_\_\_\_

Consultant: \_\_\_\_\_  
 Attention: \_\_\_\_\_  
 Telephone; \_\_\_\_\_  
 Telex: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_

1.6 The Authorized Representatives are:

For the Client: \_\_\_\_\_

For the Consultant: \_\_\_\_\_

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

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

2.2 The date for the commencement of Services is \_\_\_\_\_ *[date]*

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

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

3.4 The risks and coverage shall be:

(i) Professional Liability \_\_\_\_\_

(ii) Loss of or damage to equipment and property \_\_\_\_\_

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

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

6.4 Payments shall be made according to the following schedule:

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

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

#### **IV. Appendices**

##### **APPENDIX A – DESCRIPTION OF THE SERVICES**

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

##### **APPENDIX B – REPORTING REQUIREMENTS**

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

#### **APPENDIX C– KEY PERSONNEL AND SUBCONSULTANTS**

- List under:
- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Personnel and staff-months for each.
  - C-2 List of approved Sub consultants (if already available); same information with respect to their Personnel as in C-1.

#### **APPENDIX D – BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY**

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

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

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

#### **APPENDIX E – BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY**

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

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

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

#### **APPENDIX F – SERVICES AND FACILITIES PROVIDED BY THE CLIENT**

**ANNEX II**

**SAMPLE CONTRACT FOR CONSULTING SERVICES**

**LARGE ASSIGNMENTS  
AND  
Small Assignments**

Time-Based Payments

**SAMPLE CONTRACT FOR CONSULTING SERVICES  
SMALL ASSIGNMENTS  
TIME-BASED PAYMENTS**

**CONTRACT**

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

\_\_\_\_\_ *[Insert Consultant’s name]* of *[or whose registered office is situated at]* \_\_\_\_\_ *[insert Consultant’s address]*(hereinafter called “the Consultant”) of the other part.

WHEREAS, the Client wishes to have the Consultant perform the Services [hereinafter referred to as “the Services”, and

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

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
- (i) The Consultant shall perform the Services specified in Appendix A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract.
  - (ii) The Consultant shall provide the reports listed in Appendix B, “Consultant’s Reporting Obligations,” within the time periods listed in



such Appendix and the personnel listed in Appendix C, “Cost Estimate of Services, List of Personnel and Schedule of Rates” to perform the Services.

**2. Term**

The Consultant shall perform the Services during the period commencing \_\_\_\_\_ *[Insert start date]* and continuing through to \_\_\_\_\_ *[Insert completion date]* or any other period(s) as may be subsequently agreed by the parties in writing.

**3. Payment**

A. Ceiling

For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to exceed a ceiling of \_\_\_\_\_ *[Insert ceiling amount]*. This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits as well as any tax obligation that may be imposed on the Consultant. The payments made under the Contract consist of the Consultant’s remuneration as defined in sub-paragraph (B) below and of the reimbursable expenditures as defined in sub-paragraph (C) below.

B. Remuneration

The Client shall pay the Consultant for Services rendered at the rate(s) per man/month spent (or per day spent or per hour spent, subject to a maximum of eight hours per day) in accordance with the rates agreed and specified in Appendix C, “Cost Estimate of Services, List of Personnel and Schedule of Rates”.

C. Reimbursables

The Client shall pay the Consultant for reimbursable expenses which shall consist of and be limited to:

- (i) normal and customary expenditures for official road and air travel, accommodation, printing and telephone charges; air travel will be reimbursed at the cost of less than first class travel and will need to be authorized by the Client’s coordinator;
- (ii) such other expenses as approved in advance by the Client’s coordinator.

D. Payment Conditions.

Payment shall be made in Kenya shillings unless otherwise specified not later than thirty {30} days following submission of invoices in duplicate to the Coordinator designated in Clause 4 herebelow. If the Client has delayed payments beyond thirty (30) days after the date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya’s average rate for base lending.

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

**4. Project Administration**

A. Coordinator

The Client designates \_\_\_\_\_  
[Insert name] as Client’s Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment and for acceptance of the deliverables by the Client.

B. Timesheets.

During the course of their work under this Contract, including field work, the Consultant’s employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent as well as expenses incurred, as instructed by the Project Coordinator.

C. Records and Accounts

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

**5. Performance Standard**

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

**6. Confidentiality**

The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client’s business or operations without the prior written consent of the Client.

**7. Ownership of Material**

Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

**8. Consultant Not to be Engaged in Certain Activities**

The Consultant agrees that during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

**9. Insurance**

The Consultant will be responsible for taking out any appropriate insurance coverage.

- 10. Assignment**                               The Consultant shall not assign this Contract or Subcontract any portion thereof without the Client’s prior written consent.
- 11. Law Governing Contract and Language**                               The Contract shall be governed by the Laws of Kenya and the language of the Contract shall be English Language.
- 12. Dispute Resolution**                               Any dispute arising out of this Contract which cannot be amicably settled between the parties, shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

FOR THE CLIENT

FOR THE CONSULTANT

Full name; \_\_\_\_\_

Full name \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature; \_\_\_\_\_

Signature; \_\_\_\_\_

Date; \_\_\_\_\_

Date; \_\_\_\_\_

## **LIST OF APPENDICES**

Appendix A: Terms of Reference and Scope of Services

Appendix B: Consultant's reporting Obligation

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

## APPENDIX C

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

#### (1) Remuneration of Staff

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

#### (2) Reimbursables

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

TOTAL COST \_\_\_\_\_

Physical Contingency \_\_\_\_\_

CONTRACT CEILING \_\_\_\_\_

**ANNEX III**

**SAMPLE CONTRACT FOR CONSULTING SERVICES**

**Small Assignments**  
Lump-sum payments

**SAMPLE CONTRACT FOR CONSULTING SERVICES  
SMALL ASSIGNMENTS  
LUMP-SUM PAYMENTS**

**CONTRACT**

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

\_\_\_\_\_ [Insert Consultant’s name] of [or whose registered office is situated at] \_\_\_\_\_ [insert Consultant’s address] (hereinafter called “the Consultant”) of the other part.

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

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

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

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

**3. Payment**

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

B. Schedule of Payments

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

Kshs \_\_\_\_\_ upon the Client's receipt of a copy of this Contract signed by the Consultant;

Kshs \_\_\_\_\_ upon the Client's receipt of the draft report, acceptable to the Client; and

Kshs \_\_\_\_\_ upon the Client's receipt of the final report, acceptable to the Client.

Kshs \_\_\_\_\_ Total

C. Payment Conditions

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty [30] days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 herebelow. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

**4. Project Administration**

A. Coordinator.

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

B. Reports.

The reports listed in Appendix C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment and will constitute the basis for the payments to be made under paragraph 3.

**5. Performance Standards**

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

**6. Confidentiality**

The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

**7. Ownership of Material**

Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.



**8. Consultant Not to be Engaged in certain Activities**

The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

**9. Insurance**

The Consultant will be responsible for taking out any appropriate insurance coverage.

**10. Assignment**

The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.

**11. Law Governing Contract and Language**

The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English Language.

**12. Dispute Resolution**

Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

FOR THE CLIENT

FOR THE CONSULTANT

Full name; \_\_\_\_\_ Full name; \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Signature; \_\_\_\_\_ Signature; \_\_\_\_\_

Date; \_\_\_\_\_ Date; \_\_\_\_\_

## **SECTION VIII - STANDARD FORMS**

### **Notes on the sample Forms**

1. Form of Tender - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
3. Tender Security Form - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
4. Contract Form - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
5. Performance Security Form - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
6. Bank Guarantee for Advance Payment Form - When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.
7. Manufacturers Authorization Form - When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

8.1 **FORM OF TENDER**

Date \_\_\_\_\_  
Tender No. \_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_  
*[name and address of procuring entity]*

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. .... *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver ( ..... *(insert equipment description)*) in conformity with the said tender documents for the sum of ..... *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract , in the form prescribed by .....*( Procuring entity)*.

4. We agree to abide by this Tender for a period of ..... *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign tender for an on behalf of \_\_\_\_\_

8.2 **CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM**

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c )  
 whichever applied to your type of business  
 You are advised that it is a serious offence to give false information on this form

*Part 1 – General:*

Business Name  
 .....  
 Location of business premises.  
 .....  
 Plot No..... Street/Road  
 .....  
 Postal Address ..... Tel No. .... Fax ..... E  
 mail .....

Nature of Business  
 .....  
 Registration Certificate No.  
 .....  
 Maximum value of business which you can handle at any one time – Kshs.  
 .....  
 Name of your bankers ..... Branch  
 .....

<b>Part 2 (a) – Sole Proprietor</b>			
Your name in full ..... Age			
.....			
Nationality ..... Country of origin			
.....			
• Citizenship details			
.....			
.....			
<b>Part 2 (b) Partnership</b>			
Given details of partners as follows:			
Name	Nationality	Citizenship	
Details	Shares		
1.	.....	.....	
	.....	.....	
2.	.....	.....	
	.....	.....	
3.	.....	.....	
	.....	.....	
4.	.....	.....	
	.....	.....	
<b>Part 2 (c) – Registered Company</b>			

	Private or Public ..... State the nominal and issued capital of company- Nominal Kshs. .... Issued Kshs. .... Given details of all directors as follows																												
	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 40%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> </tr> </thead> <tbody> <tr> <td>Shares</td> <td></td> <td></td> <td></td> </tr> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares				1.	.....	.....	.....	2.	.....	.....	.....	3.	.....	.....	.....	4.	.....	.....	.....	5	.....	.....	.....
	Name	Nationality	Citizenship Details																										
Shares																													
1.	.....	.....	.....																										
2.	.....	.....	.....																										
3.	.....	.....	.....																										
4.	.....	.....	.....																										
5	.....	.....	.....																										
	Date ..... Signature of Candidate .....																												

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

8.3 TENDER SECURITY FORM

Whereas ..... [name of the tenderer] (hereinafter called "the tenderer") has submitted its tender dated ..... [date of submission of tender] for the supply, installation and commissioning of .....[name and/or description of the equipment] (hereinafter called "the Tender") ..... KNOW ALL PEOPLE by these presents that WE ..... of ..... having our registered office at ..... (hereinafter called "the Bank"), are bound unto ..... [name of Procuring entity] (hereinafter called "the Procuring entity") in the sum of ..... for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

THE CONDITIONS of this obligation are:-

- 1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
(a) fails or refuses to execute the Contract Form, if required; or
(b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank] \_\_\_\_\_
(Amend accordingly if provided by Insurance Company)

8.4 PERFORMANCE SECURITY FORM

To .....  
[name of Procuring entity]

WHEREAS ..... [name of tenderer] (hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No. \_\_\_\_\_ [reference number of the contract] dated \_\_\_\_\_ 20 \_\_\_\_\_ to supply ..... [description of goods] (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of ..... [amount of the guarantee in words and figure] and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of ..... [amount of guarantee] as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signed and seal of the Guarantors

\_\_\_\_\_  
[name of bank or financial institution]

\_\_\_\_\_  
[address]

\_\_\_\_\_  
[date]

8.5 **BANK GUARANTEE FOR ADVANCE PAYMENT FORM**

To .....  
[name of Procuring entity]

[name of tender] .....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, ..... [name and address of tenderer](hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of ..... [amount of guarantee in figures and words].

We, the ..... [bank or financial institutions], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding ..... [amount of guarantee in figures and words]

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until ..... [date].

Yours truly,

Signature and seal of the Guarantors

\_\_\_\_\_  
[name of bank or financial institution]

\_\_\_\_\_  
[address]

\_\_\_\_\_  
[date]



**8.6 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 of .....20.....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

## TERMS OF REFERENCE

### PROVISION OF CONSULTANCY SERVICES FOR PREPARATION OF LAMU ISLAND INTEGRATED URBAN DEVELOPMENT PLAN

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# **TERMS OF REFERENCE FOR PREPARATION OF INTEGRATED URBAN DEVELOPMENT PLAN FOR LAMU ISLAND, LAMU COUNTY**

## **Introduction**

The Vision 2030 acknowledges the lamentable state of urban planning and management in our urban areas (para.5.5). The National Urban Development Policy (NUDP) Sessional paper No.6 of 2016 suggests that within a generation or so, Kenya's Urban population will be more than that of rural population. The NUDP further states that over 70% of our GDP is generated in our cities and towns. The Urban Areas and Cities Act 2011 gives effect to Article 184 of the Constitution which provides for classification, governance and management of urban areas and cities, criteria of establishing urban areas and the principle of governance and participation of residents.

Most urban areas are associated with a myriad of challenges including proliferation of slums and informal settlements, inadequate shelter and water supply, poor sanitation and waste disposal, lack of connectivity and citizen participation on matters related to Urban planning and development. The aforementioned context recognizes the need for preparation of urban plans, establishment of adequate governance structures in our urban areas and financing of infrastructure and service provision to improve the living standards of the residents.

The Urban Areas and Cities (Amendment) Act 2017 Section 36(3) states that a County government shall initiate an urban planning process for every settlement with a population of at least two thousand residents. In that context, the preparation of the Lamu Island Integrated Urban Development Plan is hereby proposed.

## **Location of Lamu Island**

Lamu Island is one of the islands that form the archipelago within Lamu County and hosts one of the oldest Swahili towns in East Africa. The island is approximately 100 square kilometres in size and home to four historic settlements i.e. Lamu Old Town, Matondoni village, Kipungani village and Shela. Lamu Old town was inscribed on the UNESCO World Heritage List in 2011.

The architecture and urban structure of Lamu graphically demonstrate the cultural influences that have come together over several hundred years from Europe, Arabia and India utilizing traditional Swahili techniques to produce a distinct culture and urban morphology.

The island has experienced unplanned growth that has had adverse impact to its general development. The challenges facing the island include: mushrooming of informal settlements, urban decay especially within the heritage town, poor connectivity and accessibility, poor waste management, illegal subdivisions and housing developments, lack of space for public utilities including recreational facilities etc.

In view of the above, there is an urgent need to prepare a spatial framework for Lamu island to cater for the changing dynamics of land use and ensure that the island's growth and development takes place in a sustainable manner. The plan's focus is to integrate physical, economic, social, cultural, and environmental as well as institutional aspects and tap potentials of the Island.

### **Purpose of the Lamu Island Integrated Urban Development Plan**

The overall objective of the assignment will be to prepare an Integrated Urban Development Plan for Lamu Island to guide her growth and development in the next 15 to 20 years and beyond with the flexibility of periodic reviews every five years. The Integrated Urban Development Plan will provide a basis for public and private investments coordinate sector programmes and projects and land development management. The Urban Areas and cities Act section 36 & 39 and the County Government Act section 111 provide the legislative framework for the preparation and implementation of the plan.

### **Specific Objectives**

The plan has to be conceptualized within the vision of the approved Lamu County Spatial Plan and the respective visions of the Wards within Lamu island. The **specific objectives** of the assignment will entail the following key activities:

- a) To provide a forum for stakeholder participation in plan preparation and implementation.
- b) Prepare a GIS based Integrated Urban Development Plan.
- c) To prepare short, medium term plans to guide urban development, including action area plans, strategic subject plans, advisory or zonings plans and regulations.
- d) To prepare urban development plans, showing current and proposed land use and infrastructure (such as transport, water, drainage, power, etc), housing settlements and environmental assets.
- e) Identify programs and projects for the development of the island.
- f) To provide hands-on training to key staff of the planning department in the County together with the Lamu Municipal Board on the plan preparation and implementation.
- g) To prepare a monitoring and evaluation strategy to assist the planning department in reviewing and updating the plan in line with the ever-changing growth trends of the island.
- h) To provide both strategic and action area-based guidance in respect of the location and nature of development having zoning and land use regulations.
- i) Explore the possibility of a variety of land use mix reflecting heritage and modernity as a continuum of land use configuration.
- j) Indicate how the local economy of Lamu Island can be enhanced and diversified using local resources.

### **PLANNING HORIZON**

The planning horizon for the plan is set at 15 – 20 years, which is considered a reasonable balance between an appropriate period for strategic planning and the predictability of key variables and trends over the foreseeable future.

## **PROBLEM STATEMENT TO THE PLANNING OF LAMU ISLAND**

Lamu Island is located within the Lamu Municipality boundaries with a population of approximately 31,000 persons. It currently serves as the tourist hub for the County with Lamu Old Town which a gazetted UNESCO site is a major tourist attraction. It used to serve as the administrative capital of the County before the relocation of County offices to Mokowe.

The island is faced with a myriad of challenges including:

- a) General lack of spatial order and environmental degradation.
- b) Proliferation of informal settlements and urban sprawl.
- c) Poor connectivity and accessibility.
- d) Urban decay.
- e) Poor waste management system, drainage and storm water management system.
- f) Inadequate housing and provision of other social amenities – recreation, schools.
- g) Poor revenue generation mechanisms and a lean revenue pool.
- h) Poor land information system and Development control.
- i) Urban poverty and unemployment.

### **Scope of the Assignment**

The plan covers the entire Lamu island measuring approximately 100km<sup>2</sup> with special focus on Amu heritage town, Matondoni, Kipungani, Shella and the environs. The plan will assess both the development constraints and potentials of the island and provide a spatial framework for its future development and growth.

### **Methodology**

The process of preparation of Lamu Island Integrated Urban Development should be guided by the following: -

- I. Existing legal framework
- II. Benchmarking for best practices
- III. Structured Public participation
- IV. Multi-sectoral/Multidisciplinary approach
- V. Project development objectives
- VI. Terms of Reference

### **Outputs**

The Consultancy is expected to submit six (6) hard copies and soft copies of the following reports to the authorized and accounting officer: -

## **Inception Report**

It will describe the approaches and timelines proposed to prepare and deliver the scope of works outlined within four weeks after commencement of the consultancy. The relevant officers within the department will provide comments on this report within two weeks of receipt and the consultancy will adjust the opening work according to the comments received.

## **Digital Mapping**

To maximize the value of the maps, it is necessary that the generated data be accurate enough to accommodate all planning needs. The maps will be used for spatial planning, infrastructure development, design and maintenance programmes. It will also be used as a base for land information systems. Cadastral information/data shall be digitized to form digital parcel map for municipal land management, rating, and development control purposes. This will ensure a one-time investment that will need only updating in future.

## ***Activities***

The mapping will comprise but not limited to the following:

Collection of all existing data from the various sources including the Municipal Board, the County Government relevant departments, the National Government Ministry of Lands and Physical Planning and the Directorate of Survey at the Survey of Kenya

Site visits to familiarize with sites and general direction on the scope of works

Linking the works with the already existing survey information as directed by the client

To prepare a cadastral layer by digitizing existing cadastral information of all registered parcels in the island

Training and transfer of technology to staff of the County Planning department and the Municipal Board.

## ***The consultant shall provide the following information as outputs:***

Digital cadastral map indicating all the registered parcels in the island. The data should be in a GIS based platform and usable in CAD format

## **The Integrated Urban Development Plan**

The planning process will involve participatory strategic urban development planning in the municipality that will help produce, at a minimum, a physical “structure plan and supports the development of a capital investment plan (CIP). In our context, participatory strategic urban development planning can be defined as a *process* which enables the public and private sectors as well as community and neighborhood level organizations to come together to articulate their respective priorities for the development of a urban area. It is a systematic and deliberative form of preparing for change in the island over a specific time frame and should result in an implementable social and policy contract (or understanding) between public institutions, private sector, civil society and citizen/neighborhood organizations.



The outputs of the process should result in an integrated strategic urban development plan that meets the following elements:

- a) A situational analysis of the current socio-economic, physical, environmental and cultural characteristics of the Island.
- b) A widely accepted vision for the Island's development.
- c) An approved structure plan adopted by the Municipal Board and approved by the County Government Executive and Assembly indicating detailed land use and zoning regulations (code).
- d) Sector strategies including transportation, investment/economic, settlement/housing environmental management, disaster management and cultural heritage preservation plan.
- e) A capital investment plan with associated costs and responsibilities for implementation of agreed sector wide priorities with a realistic and affordable financing plan budget.

### **Urban development planning, land use guidelines and environmental profile**

The process of structure planning will entail the generation of maps and urban structure plans to guide developers to areas best suited for new physical development. The structure plan:

- a) Should provide planning policy for broad zoning categories aimed at separating conflicting land uses, outline density targets/zones, offer guidelines for setbacks, and indicate areas where future development should not be allowed to protect natural systems such as wetlands, shoreline, sand dunes as well as to prevent natural or man-made disasters,
- b) Sets out the planning framework for protection of the environment,
- c) Clearly delineates the boundaries of the Heritage town including the buffer zone.
- d) Traffic movement and connectivity of the settlements in the island, and the scale, pattern and broad location of development including provision for new housing and business for the Island.

The urban development plan should be prepared to meet the future land requirements of the Island and to tackle the day to day challenges of the Island. The plan should be prepared along with the land use zoning regulations (code) which will facilitate easy implementation of the plan proposals. The land use zoning regulations (code) will be prescribed to facilitate easy interpretation and disposal of day to day references received on land use matters.

The plan should also attempt to ensure an appropriate balance between spatial allocation for distribution of housing, employment, social infrastructure, commercial, circulation, physical infrastructure and public utility systems. Finally, the land use plan is to be read and interpreted with land use zoning regulations framework appended with these reports. The strategic urban development plan completed with the land use zoning regulations should take in consideration the content of the integrated plan as indicated in the third schedule of Urban Areas and Cities Act 2011.

The urban development plan should accommodate growth over 15–20-year period. This will include preparation of layout structure plans and maps at scale 1/5, 000, 1/10, 000, 1/20,000.

The urban development plan will at a minimum:

- a) Identify the location of future residential areas
- b) Identify the location of future commercial and industrial areas
- c) Identify the location and extent of current and future public utility and amenities
- d) Identify the location and extent of environmental and historical conservation areas
- e) Indicating areas for immediate development and/or redevelopment.
- f) Articulate a road hierarchy and identify movement corridors including NMT.
- g) Incorporate good urban design principles that are characteristic of the area
- h) Consider and incorporate community vision principles derived from the participatory community reference groups/meetings
- i) Prepare draft action area plans within the overall framework of urban development plan for strategically identified areas within the Island
- j) Define action area plans and indicate a policy framework detailing the manner in which the land in each zone is proposed to be used in the Island.
- k) Develop regularization and development control strategies for approval by the County Government.
- l) Areas for environmental protection and fragile ecosystems.

**Strategic sector plans:**

As part of IUD the consultant will be required to prepare the following strategic sector plans:

**Transportation plan**

The transportation plan is greatly influenced by land use proposals. It must be in synch with the overall land use proposals. The expected output for this would be:

- a) Comprehensive transportation plan indicating the broad road network in the island including non motorized transport. The plan should also indicate alleyways, footpaths, waterways and jetties and how they are all integrated to the the proposed ring road around the Old town as per the County Spatial Plan.
- b) The plan should enhance non motorized transport as a dominant mode of transport in the island.

**Environmental management Plan**

The consultant will prepare an environment development and management plan indicating the proposal for the improvement of the environment and ecology of the Island and its immediate region. This will include:

- a) Specification of forest and green zones.
- b) Protection measures for catchment areas of water resources.
- c) Infrastructure development plan indicating the proposal for assured protected water supply, storm water drainage, sewage, drainage, and solid waste management system by indicating the details of location of sewage farms, garbage yards on a scientific basis.
- d) Mapping out possible land use conflict resolution and heritage conservation.

### **Disaster management plan**

The consultant will prepare a disaster management strategy for the Island, including identification and mapping of disaster-prone areas and formulation of disaster vulnerable area mitigation plans.

### **Tourism & Cultural heritage conservation plan**

Prepare a cultural heritage conservation strategy for Island and more specifically the promotion of tourist culture in the Island including areas to be declared for re-planning, redevelopment, and conservation.

### **Monitoring and evaluation strategy**

Prepare a M & E strategy for the plan implementation

### **Capital Investment Plan:**

The participatory process will result in a three-year rolling capital investment plan (CIP) that reflects publicly agreed local priorities for investment in municipal services and is both financially realistic and feasible. The CIP will include estimated costs and responsibilities for implementation of agreed investments, as well as a financing plan.

### **Training**

The consultant will train key staff from the Physical planning department on the outputs of the Plan, digital mapping, and use of recommended software and, equipment. The key staff will be involved in the process from the beginning until the the end of the consultancy. It is expected that by the end of the process, the planning staff would be able to take charge of the process, and monitor implementation of the plan, and, when necessary, lead the process of revising the plan.

### **Methodology by the Consultant**

The process will involve the collection, interpretation, arrangement, combination and presentation of information in a user-friendly form.

The proposal should describe in detail the discrete activities, methods, and techniques to be used in each stage of the work, and include examples of the methods and techniques.

The consultant will include, but will not limit himself to the following points in the presentation of their method of approach:

- a) Provide an indication of the local professional expertise to be used in the exercise and how they will be deployed at each stage of the programme of work.

- b) Provide an indication of how information and insights will be gathered from various parties, particularly where there may initially be some reservation.
- c) Provide an indication of how the physical presence will be established in the Island throughout the duration of the study and how the essential project support services will be provided (e.g., translation, communication, local travel, local office facilities, etc.).
- d) Provide an indication, from the consultant's experience in developing countries and elsewhere, of what obstacles may be encountered that may impede the successful completion of this job and how the Consultant will overcome these obstacles.
- e) Provide an indication of the type of assistance that may be sought from the Municipal Board, the County Government, and other stakeholders.

All working sessions will be conducted in English or Kiswahili or a combination of both.

**Duration of services**

The time period required for the provision of the services is envisaged to be not more than **6 months**.

**Reporting requirements and Schedule**

The consultant shall propose a schedule of activities and corresponding deployment of staff. This schedule, together with a comprehensive statement justifying the proposed deployment should be incorporated in the methodology section of the proposal.

A tentative schedule of deliverables is delineated below. However, in their detailed proposals the consultants should provide dates that they can meet certain deliverables as per the scope of works outlined above. Reasonable adjustments will be accommodated.

REPORTS	TARGET DATE
Inception Report	4 weeks after contract effective date
Launch and situational analysis workshop reports (to be completed with and verified by the Client)	6 weeks after effective date
Preliminary Maps including the following: <ul style="list-style-type: none"> <li>a) Satellite imagery (<b>to be provided by the client</b>) that is geo-referenced and rectified, in both hard and soft copy.</li> <li>b) Cadastral layer of all the registered land parcels in the island.</li> <li>c) An inventory of all physical and social infrastructure</li> </ul>	10 weeks after effective date

<b>REPORTS</b>	<b>TARGET DATE</b>
Validation workshops report for (3) above (to be completed with and verified by the Client)	14 weeks after effective date
Final maps and thematic studies (refer to 3)	18 weeks after effective date
Draft IUD proposal including: <ul style="list-style-type: none"> <li>a) Structure Plan</li> <li>b) Action area plans</li> <li>c) Planning policies and regulations</li> </ul>	20 weeks after effective date
Validation workshop report for the ISUD proposals (to be completed with and verified by the Client)	22 weeks after effective date
Draft Capital Investment Plan.	24 weeks after effective date
Coloured (hard copies and digital) for the final ISUD	25 weeks after effective date
Workshop report for final ISUD Plans and Capital Investment Plan (to be completed with and verified by the Client)	Any time after submission of the reports
ISUD Plan and Report presenting the different plans mentioned above	Client's discretion
Official launch of approved ISUD plan	Client's discretion

### **Expertise required**

The County Government of Lamu invites eligible consultants, who must be firms of **Registered & practising Physical Planners** to indicate their interest in providing the services. The consulting firm should have a wealth of previous experiences in similar work.

### **Project Management**

#### **Overview**

The preparation of the plan is being undertaken as part of partnership effort among a number of institutions. These institutions are:

- a) County Government of Lamu (Department of Land & Physical Planning)
- b) Lamu Municipality
- c) Ministry of Transport, Housing and Urban Development (Urban Development Department – Kenya Urban Support Programme)
- d) National Museums of Kenya

## **County Government of Lamu and Lamu Municipal Board**

The County Government of Lamu and Lamu Municipality will provide overall policy framework and quality control during the integrated urban development plan preparation process. It will also provide any support material and documents for the project under their custody. They will also adopt the approved plans for implementation as stipulated in the Urban Areas and Cities Act.

### **Obligation of the Consultant**

The consultant firm shall be responsible for provision of all equipment and services required for the fulfillment of obligations under the contract. These include computers and other IT equipment, transportation, communications, accommodation, insurance, utilities, and any other required resources.