



REQUEST FOR PROPOSALS (RFP)

FOR

**CONSULTANCY SERVICES FOR MASTER PLANNING AND
SURVEY OF THE PROPOSED STATE OF THE ART RAILWAY
CITY IN ELDORET**

TENDER NO. KRC/PLM/043/2016-2017

**CLOSING DATE: WEDNESDAY 29TH MARCH, 2017
CLOSING TIME: 10.00AM**

**The Managing Director
Kenya Railways
P.O. Box 30121-00100
NAIROBI, KENYA.**

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SECTION I - LETTER OF INVITATION



TENDER NO. KRC/PLM/043/2016-2017

LETTER OF INVITATION FOR PROPOSALS

To: _____ (Name and Address of Bidder)

TENDER NAME: CONSULTANCY SERVICES FOR MASTER PLANNING AND SURVEY OF THE PROPOSED STATE OF THE ART RAILWAY CITY IN ELDORET

The Kenya Railways (KRC) invites sealed bids for the following consultancy services:
Tender for Consultancy Services for Master Planning and Survey of the Proposed State of the Art Railway City in Eldoret.

1. The request for proposals (RFP) includes the following documents:
 - Section I - Letter of invitation
 - Section II - Information to consultants
Appendix to information to Consultants
 - Section III - Technical Proposal
 - Section IV - Financial proposal
 - Section V - Schedule of Requirement
 - Section VI - Terms of Reference
 - Section VII: - Standard Contract Form
2. Interested candidates may obtain further information and inspect tender documents at The Procurement Manager Office, 1st Floor of the Kenya Railways Headquarters during normal working hours.

Contact address:
The Procurement Manager,
Kenya Railways Headquarters,
Haile Selassie Avenue
Procurement Office on the first floor
NAIROBI.

P. O. Box 30121 00100, NAIROBI

Tel: +254-20 - 2215211, 2215796, 0728603581, 0728603582, 077044612/4

E-MAIL: procure@krc.co.ke

WEBSITE: www.krc.co.ke

3. A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of **Kshs 1,000/-** in cash or Bankers Cheque payable to Kenya Railways for hard copy. Downloaded or soft copies of tender document will be free of charge.
4. Bidders who download the document from KRC Website **MUST** register their interest immediately by sending an email to procure@krc.co.ke stating their names, email, postal and telephone address.
5. Prices quoted should be net inclusive of all taxes, must be in Kenya shillings and shall remain valid for 120 days from the closing date of tender.
6. The tender must be accompanied by a security in the form of the amount specified in the Tender Document
7. Completed tender documents are to be enclosed in plain sealed envelopes marked with Tender name and reference number and deposited in the Tender Box at The Procurement Manager, 1st Floor of the Kenya Railways Headquarters so as to be received on or before **WEDNESDAY 29TH MARCH, 2017 at 10.00 am.**
8. Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at the ***Conference Room on the 1st Floor, Kenya Railways Headquarters, Workshop Road, Nairobi.***
9. No bids other than the printed bids submitted as per paragraph 7 above shall be considered for evaluation.
10. Bidders are required to paginate /serialise the entire document submitted together with the tender document.

L Njoroge
Procurement Manager
FOR: MANAGING DIRECTOR

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 %TC+ 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 %TC+ 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 %TC+ 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 %TC+, 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.1,000/=
- 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 %TC+. The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

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

2.3 Preparation of Technical Proposal

2.3.1 The Consultants proposal shall be written in English language

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

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

- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
- (ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

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

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix %A+ specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix %A+.

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

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

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

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

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

2.4.5 The Proposal must remain valid for **90 days** after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

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

2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialled by the persons or person authorised to sign the proposals.

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

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

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

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

2.6 **Proposal Evaluation General**

2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix %TC+. Any effort by the firm to influence the Client in the proposal evaluation, proposal

comparison or Contract award decisions may result in the rejection of the consultant's proposal.

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

2.7 Evaluation of Technical Proposal

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

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

Total Points 100

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

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, be as follows:-
 $Sf = 100 \times \frac{Fm}{F}$ where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + p = 1$) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows:- $S = St \times T \% + Sf \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 2.8.6 The tender evaluation committee shall evaluate the tender within 30 days of from the date of opening the tender.
- 2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.8.8 Where contract price variation is allowed, the variation shall not exceed 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 the address to send information to the Client indicated in the Appendix. 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.

APPENDIX A: DATA SHEET

Clause Reference	Data
2.1 Introduction	
2.1.1	Name of the Client: KENYA RAILWAYS
2.1.1	Method of selection: QUALITY COST BASED (QCB)
2.1.2	Bidders must submit Full Technical Proposal together with a Financial Proposal.
	Name of the assignment is: Tender for Consultancy Services for Master Planning and Survey of the Proposed State of the Art Railway City in Eldoret
2.1.3	A pre-proposal conference will be held: NO
2.1.4	The Client will provide the inputs and facilities: NONE
2.1.7	Tender document to be issued Free of Charge for Soft Copies.
2.2 Clarification and Amendments of RFP Document	
2.2.1	Clarifications may be requested not later than SEVEN (7) days before the submission date. Tel: +254-20 - 2215211, 2215796, 0728603581, 0728603582, 077044612/4 Website: www.krc.co.ke Fax: +254-20-340049 E-mail: procure@krc.co.ke
2.3 Preparation of Technical Proposal	
2.3.3	Bidders may associate with other Bidders: YES

2.3.4	Training and capacity building are a specific component of this assignment: No
2.4	Preparation of Financial Proposal
2.4.2	The Financial Proposal / Price should be inclusive of the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel.
2.4.3	Bidder to state price in Kenya Shillings
	List of applicable Reimbursable expenses in local Currency:
	1) a per diem allowance in respect of Personnel of the Bidder for every day in which the Personnel shall be absent from the home office and, as applicable, for purposes of the Services: YES
	(2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route: YES
	Amounts payable by the Client to the Consultants under the contract to be subject to local taxation: YES
	(a) reimburse the Consultants for any such taxes: NO
	(b) pay such taxes on behalf of the Consultants: NO
2.4.5	Proposals must remain valid for: FOR 120 DAYS FROM DATE OF TENDER OPENING
2.5	Submission, Receipt and Opening of Proposals
2.5.2	Consultant MUST submit One (1) original and Four (4) Copies
2.5.3	Financial Proposal to be submitted together with Technical Proposal: YES
2.5.4	The Proposal submission address is:
	The Procurement Manager, Kenya Railways Headquarters, Haile Selassie Avenue Block C, First Floor. <u>NAIROBI</u> .
	Proposals must be submitted no later than the following date and time: WEDNESDAY 29TH MARCH, 2017 AT 10:00 AM
2.7	Evaluation of Technical Proposal
2.7.1	As Per Evaluation Criteria in The Tender Document , Table 2.6.1

2.8	Opening and Evaluation of Financial Proposal
2.8.5	<p>The formula for determining the financial scores is the following: $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.</p> <p>The weights given to the Technical and Financial Proposals are: TP = <u>0.80</u>, and FP = <u>0.20</u></p>
2.8.8	Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price
3.0	Award of Contract
2.10.2	Expected date for commencement of consulting services and venue: To be notified.

APPENDIX B PROFESSIONAL STAFF

Table 2.3.1 Mandatory Requirements for the Project Team

Team Leader	Minimum Education	Specialisation and Experience	Years of Experience	Number of Similar assignment
2. Urban/Physical Planner (Team Leader)	University degree	Specialisation: Urban/transportation planning, mixed land use planning. Experience: Transportation planning, change of user, part development planning, worked Mixed land use planning environment.	10-years (5 years in consultancy)	3
Architect	University Degree	Specialization: Mixed developments,	10 Years (5yrs in consultancy)	3
Land Economist	University Degree	Specialization: Real Estate developments appraisal, investments analysis, Valuations	10 Years (5yrs in consultancy)	3
Financial Expert	University Degree	Specialization: Investment analysis, Financial appraisals of the project proposals,	10 Years (5yrs in consultancy)	3
Land Surveyor	University degree	Specialisation: Cadastral and land administration Experience: cadastral/LIS, Topographical, engineering surveys, Project Management, and Land administration systems	10-years (5 years in consultancy)	3

Table 2.3.2 Detailed Qualification and Experience of Key Staff For This Assignment

Responsibility	Experience	Qualification
Urban/Physical Planner(Team Leader)	<p>i) The Experts should provide details of assignments in the last 10 years which demonstrate ability to provide services in urban planning, transportation planning, mixed land use planning, environmental planning and obtaining local authority approvals in major industrial/commercial development projects.</p> <p>ii) The Expert should describe the nature of the assignment, the role of the expert in the undertaking of the project and the nature and duration of the assignment.</p>	<ul style="list-style-type: none"> • Must be registered with the relevant professional body (KIP). • Must have a current practicing license in physical planner with the board • Should be demonstrate experience in planning mixed land-use developments • Should have at least three years experience since registration
Architect	<p>(i)The Experts should provide details of assignments in the last 10 years which demonstrate ability to provide Architectural services in urban development project, transportation development projects, mixed land use developments, environmental planning and obtaining local authority approvals in major industrial/commercial development projects.</p> <p>ii) The Expert should describe the nature of the assignment, the role of the expert in the undertaking of the project and the nature and duration of the assignment.</p>	<ul style="list-style-type: none"> • Must be registered with the Architectural Association of Kenya • Must have a current practicing license form AAK or relevant body. • Should demonstrate experience in mixed land use developments • Should have at least three years experience since Registration.
Land Economist	The Experts should provide	<ul style="list-style-type: none"> • Must be registered with

	<p>details of assignments in the last 10 years which demonstrate ability to provide services in Real Estate Management, land valuations, Real estate projects appraisals, Market analysis of the real Estate projects in major Mixed land use development projects.</p> <p>ii) The Expert should describe the nature of the assignment, the role of the expert in the undertaking of the project and the nature and duration of the assignment.</p>	<p>the Institution of Surveyors of Kenya.</p> <ul style="list-style-type: none"> • Must be in possession of current practicing license. • Should demonstrate experience in mixed land use developments. • Should have at least three years experience since licensing.
Financial Expert	<p>The Experts should provide details of assignments in the last 10 years which demonstrate ability to provide services in Financial planning, financial viability analysis of projects, project financing, and cost-benefit analysis and investment appraisals in major Mixed land use development projects.</p> <p>ii) The Expert should describe the nature of the assignment, the role of the expert in the undertaking of the project and the nature and duration of the assignment.</p>	<ul style="list-style-type: none"> • Must be registered with the professional body - ICPAK. • Must have a current practicing professional license from ICPAK. • Should demonstrate experience in large scale project developments • Should have at least three years experience since registration.
Land surveyor	<p>The expert should provide details of assignments in the last 10 years which demonstrate ability to alienate survey and register title. He must also demonstrate ability to comply with the necessary approval processes for extension of lease and</p>	<ul style="list-style-type: none"> • Must be registered licensed by the Institution of Surveyors of Kenya. • Must be licensed Land surveyor by the board. • Should demonstrate similar experience in transportation related projects.

	change of user. The assignments demonstrate the technical complexity, magnitude and value similar to this project.	<ul style="list-style-type: none">• Should have at least three years experience since licensing.
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NOTE:

Bidders **Must** attach and submit the following in the tender document;

1. CV for all Key Staff Listed . CVs must be signed by the proposed staff.
2. Bidders must attach all Academic and Professional Certificates for Key Staff proposed for this assignment.
3. Current Practicing Licence from the relevant Professional Bodies for the Key Staff

APPENDIX C - EVALUATION CRITERIA

KRC shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference.

Table 2.6.1 Tender Evaluation Criteria

A. MANDATORY REQUIREMENT		
	REQUIREMENT	COMPLIED
1	Copy of Valid Certificate of Incorporation / Registration	Mandatory
2	Copy of a Valid KRA Tax compliance Certificate	Mandatory
3	Copies of Certified Audited Accounts for any of the last 3 (Three) consecutive years (2013, 2014, 2015, 2016)	Mandatory
4	Copy of Certified CR 12 Clearly indicating the List of Directors	Mandatory
5	Must provide a Contact address: Physical, Postal, Telephone and Email address of the Firm (Confidential Business Questionnaire) Clearly indicating the list of Directors or Partners as applicable.	Mandatory
6	Provide evidence of availability of key project team members and commitment of their availability throughout the project lifecycle - Provide a written statement on availability of Key staff listed.	Mandatory
7	Copies of Agreement between lead Bidder and Consortium Firm (For Firms bidding as a Consortium) - Certified by a Commissioner of oaths	Mandatory
8	Provide Tender Security (Kshs. 300,000.00)	Mandatory
9	Litigation History filled and signed in Form 7 Litigation History form in the tender Document	Must Declare
10	Bidders should have their documents paginated (serialized) to ensure compliance with Section 78 (5) Public Procurement and Assets Disposal Act, 2015	Mandatory
Pursuant to Section 80 of Public Procurement and Assets Disposal Act, 2015 any tender not meeting the mandatory and other eligibility criteria will not proceed to Technical Evaluation Stage.		

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

B. TECHNICAL EVALUATION		100%
1	Specific experience of the firm (40%)	
	<p>i. The firm should provide details of five (5 No) assignments in the last 10 years which demonstrate taking a lead role in physical development planning in a mixed land use environment, urban transportation planning, and change of user and extension of leases. At least two of the assignments must have been undertaken in the last five years. (Bidder Must provide Details in Reference Form W Provided in the RFP Document) As evidence provide Contract Documents, Completion Certificate/Reference Letters for the assignment (4 Marks for Each Assignment meeting above requirement)</p> <p>ii. The firm should describe the nature of the assignment Five (5 No) in (i) above, the role of the firm in urban planning and obtaining local authority approvals procedures services, change of user and extension of leases. The firm should demonstrate successful completion of the assignments, attach certificate of completion. (Clearly provide the details in Firms Reference Form Provided) (3 Marks for providing details on each assignment listed above that meets the requirement)</p>	<p>20</p> <p>15</p>
2.	Work Plan and Methodology (20%) The firm should provide a logical, well-structured work plan consistent with the time frames and terms of reference of this RFP to demonstrate:	
	a. Understanding/Conformity to the TOR (FORM X Provided)	5
	b. Technical Approach and Methodology including proposed concept design (FORM Y PROVIDED)	10
	c. Work plan (FORM Y PROVIDED) Bidder Should provide a clear timeline for activity that is to be undertaken that are specific.	7
	d. Organization and Team Composition.	3
3	Personnel (40%) Bidder should provide evidence of technical Training and Experience of Bidders staff; (FORM Z Provided)	
	a. Kenya Railways will only evaluate Bidders key staff	40

	<p>registered with relevant professional body and those who have provided professional certificates and their current practising license only.</p> <p>b. The bidder should provide CVs for all the Key technical staff who will be engaged in the assignment in format provided in the tender document (Format Provided FORM Z)</p> <p>c. As evidence of relevant training bidders should attach copies of professional certificates of the Key Technical Staff in relevant areas of expertise</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 80%;">Urban/Physical Planner (Team Leader)</td> <td style="text-align: right;">- 10 Marks</td> </tr> <tr> <td>Architect</td> <td style="text-align: right;">- 10 Marks</td> </tr> <tr> <td>Land Economist</td> <td style="text-align: right;">- 7 Marks</td> </tr> <tr> <td>Financial Expert</td> <td style="text-align: right;">- 7 Marks</td> </tr> <tr> <td>Land Surveyor</td> <td style="text-align: right;">- 6 Marks</td> </tr> </table>	Urban/Physical Planner (Team Leader)	- 10 Marks	Architect	- 10 Marks	Land Economist	- 7 Marks	Financial Expert	- 7 Marks	Land Surveyor	- 6 Marks	
Urban/Physical Planner (Team Leader)	- 10 Marks											
Architect	- 10 Marks											
Land Economist	- 7 Marks											
Financial Expert	- 7 Marks											
Land Surveyor	- 6 Marks											

Notes on Technical evaluation criteria:

When responding to the Tender Document, the Consultant should note the following:

1. Only firms attaining over 75% Technical score (**S_t**) during Technical Evaluation will proceed to Financial Evaluation.
2. Consultant should provide details of company experience and that of the nominated personnel separately in format given in the tender document;
3. Information will be given in the formats shown in **Section 3 of RFP Document**.

EVALUATION OF FINANCIAL PROPOSAL

Formula for Financial Evaluation

The financial score (**S_f**), for each bidder will be determined based on the lowest financial bid as follows

$$S_f = 100 \times F_m / F$$

Where:

S_f = Financial Score

F = Financial Bid of the Bidder under consideration.

F_m = Lowest Financial Bid.

The Combined Score (S) will be calculated as follows:

$$S = (S_t \times T P\%) + (S_f \times FP \%)$$

AWARD CRITERIA:

KR will award the contract to the bidder with the highest combined cost (Technical + Financial) as follows;

$$S = (S_t \times T P\%) + (S_f \times FP \%)$$

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 consultants 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

Form 1. Technical Proposal Submission

_____ *Date*

To: The Managing Director
Kenya Railways
P. O. Box 30121 00100
NAIROBI - KENYA

Dear Sirs:

We, the undersigned, offer to provide **Consultancy Services for Master Planning and Survey of the Proposed State of the Art Railway City in Eldoret** accordance with your Request for Proposal dated ____ and our Proposal dated ____.

We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under same envelope.

We are submitting our Proposal in association with: (Insert a list with full name and address of each associated Bidder)

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

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 2.4.5 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date to be agreed during the negotiations.

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

We remain,

Yours sincerely,

Authorized Signature
Name and Title of Signatory
Name of Bidder
Address

2. FIRM'S REFERENCES – FORM W

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. (FORM -X)

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 (FORM – Y)**

5. TEAM COMPOSITION AND TASK ASSIGNMENTS (FORM- Z)

1. Technical/Managerial Staff

Professional/Managerial				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

2. Support Staff

support Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

FORM - Z

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

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ Nationality: _____

Membership in Professional Societies:

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Certification:

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

_____ Date: _____

[Signature of staff member]

_____ Date: _____

[Signature of authorized representative of the firm]

Full name of staff member:

Full name of authorized representative:

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

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

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
3. Field work means work carried out at a place other than the Bidder's home office.

Full time input
 Part time input

Signature: _____
 (Authorized representative)

Full Name: _____

Title: _____

Address: _____

8. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

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

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

(b). Completion and Submission of Reports

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

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1. FINANCIAL PROPOSAL SUBMISSION FORM

Introduction

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under Paragraph 2.8 above.

Form I: Financial Proposal Submission

(Location, Date)

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is as follows:

KES (in figures and words)

This amount is Inclusive of the local taxes, which shall be identified during negotiations and shall be added to the above amount.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 2.4.5 of the Data Sheet.

We confirm that our prices are inclusive of all taxes. We also confirm that on the award of contract we shall provide KR with a Performance Bond Contract as a condition precedent.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

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

We remain,

Yours sincerely,

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

2. SUMMARY OF COSTS

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

3. BREAKDOWN OF PRICE PER ACTIVITY

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

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

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

SECTION V: - TERMS OF REFERENCE

Terms of Reference for the proposed services to be performed the consultant contain the following sections:

1. Introduction,
2. Objectives of the assignment,
3. Scope of the Services,
4. Deliverables
5. Obligations of the client
6. Estimated Consultancy timeline,
7. Payment of professional fees and Reimbursable,
8. Reporting.

SECTION VI: - TERMS OF REFERENCE

1.0 INTRODUCTION

1.1 The Kenya Railways (KR) is mandated under the KRC Act Cap 397 to undertake railway development and operate railway services directly or through a third parties in the country. In 2006, KRC contracted Rift Valley Railways (RVR), a private company, to operate railway services on the Kenya Railway Network.

1.2 Following concession, KRC has repositioned itself and redefined its mandate to focus on the following strategic objectives:

- i. Management of the Concession
- ii. Management of Non-Conceded Assets
- iii. Promotion, facilitation and participation in national and metropolitan railway development
- iv. Development and management of inland waterways
- v. Management of the Railway Training Institute

1.3 In pursuant of the above mandate, KRC has embarked on an ambitious program of re-developing its assets and properties situated all over the country in order to maximize their utilization and increase revenue earnings.

1.4 Eldoret Railway Station is well located within the Eldoret Central Business area on approximately 150 acres of land. The station is located along the Busy Oloo Street on the Eastern side and the Eldoret industrial area on the South Western side, off Haile Selassie Avenue. The existing railway station serves as an important terminus for local freight as well as transit town from Mombasa and into Uganda. The site is primarily on relatively gentle terrain. The site is located very close to the commercial and industrial centre of Eldoret town and as such is also strategic for other commercial activities that may produce an income for the Corporation (Kenya Railways Corporation). Existing buildings within the Corporation owned-land includes the railway station, marshalling yard, housing facilities, sports facilities, police offices and quarters. These and additional facilities are scattered throughout the site. The buildings are old and dilapidated; as such it is proposed that they be completely replaced in the new state of the art modern railway city.

1.5 Therefore KRC is engaging a consultant to carry out Master Planning and cadastral survey and registration services of various land uses proposed for the site in order to facilitate development of modern state of the art railway city in Eldoret.

2.0 OBJECTIVE OF THE ASSIGNMENT

The objective of this consultancy is to carry out part development planning, change of user, cadastral survey and registration of the various proposed land

uses. The study will also include analysis and projections of the real estate developments and analysis of the best land uses for the area and recommend to the Corporation.

3.0 SCOPE OF WORKS

3.1 Site

The study area is all that land that constitutes Eldoret Railway land which includes the Marshalling yard workshops and the station facility. It also includes the developed railway estates. The land is partly surveyed for purposes of registration. It is approximately 150 Acres.

3.2 The Assignment

Specifically, the consultant will carry out;

- a.** Develop architectural concept plan for redevelopment to optimise land use.
- b.** Master planning for the Eldoret railway land showing the proposed best land uses.
- c.** Development planning(PDP) of the area as guided by the pre-feasibility report of the area but this shall strictly be within the provisions of the Physical Planning Act, lands Act, urban Areas and cities Act, Survey Act and any other relevant statutory legislation.
- d.** Real estate development proposal with the analysis of the proposed land use and investment appraisal of the same
- e.** Carry out a real estate market analysis in Eldoret town and provide a report on the same
- f.** Change of user from the current Railway users to the new proposed user as per the recommendations of the Pre-feasibility report.
- g.** Financial viability analysis and report of the proposed developments.
- h.** Propose to the Client the possible financing methods and option in order to realise the project.
- i.** All the necessary approvals regarding the same from all relevant authorities and submit the approved documents to the Corporation.
- j.** The planning process will end when approved Physical planning brief, part development plan and the change of user are approved by ministry of lands.
- k.** In accordance with the laid down procedures, requirements of the survey regulations and survey act of Kenya, survey and subdivision of the site according to the approved PDP.
- l.** The survey process will end when an authenticated survey plan (FR), deed plans and Title deeds of all resultant plots are submitted to the Managing Director Kenya Railways Corporation through the Land surveyor.

3.1 DETAILED DESCRIPTION OF TASKS

- i.** The preparation of the Advisory plan will be done in accordance with the Physical Planning Act, lands act, urban Areas and cities Act and any other relevant legislation.

- ii. Change of user from the current railway user to the proposed development user as per the Pre- feasibility reports. The consultant is to liaise with the relevant authorities for successful completion of the task. He must also understand the proposals of the pre-feasibility report.
- iii. The consultant in his team composition shall have registered urban Planner or firm as the lead expert authorized to carry out the task.
- iv. The lead urban planner should have, at least carried out, three mixed land use related projects of a similar nature.
- v. The consultant, in his team must have an architect who is registered with the relevant body to provide architectural services
- vi. The consultant shall also have a land economist registered with the relevant body, to carry out real estate market analysis, valuation services and real estate management services.
- vii. There should also be a financial expert to carry out financial viability and financial planning and project financial models of the proposed developments
- viii. The consultant, in his team composition must have a Licensed Land surveyor to lead and conduct the survey of the site as per the part Development plan.
- ix. The Land Surveyor must demonstrate experience in similar project which are mixed land use development related.
- x. The consultant will propose the procedure and the process he intends to use to achieve the objectives of this consultancy.
- xi. The consultant shall indicate clear timelines on which the client is to expect deliverables.

4.0 DELIVERABLES FOR THIS ASSIGNMENT

1. Inception report.
2. Technical report in Microsoft word (electronics copies). This should be signed and dated written report covering all the technical aspects of the consultancy and relevant recommendations to the Corporation.
3. Real estate development proposal.
4. Real Estate Market analysis report
5. Financial viability and financing models report
6. Architectural Development concept plan
7. Approved physical planning brief and Advisory Development plan.
8. Approved change of user from the local authority and the Commissioner of lands.
9. A certificate signed and dated by the consultant that he has carried out the work, that all the data and information are correct and that all the requirements for the execution and delivery of the work have been met.

The consultant shall expect to carry out any required amendments following one round of comments and to submit a final report within five (5) days of receiving the comments from the client.

5.0 OBLIGATIONS OF THE CLIENT

KRC shall avail all the relevant reference documents, reports and plans to the consultant for the purposes of this project.

6.0 ESTIMATED CONSULTANCY TIMELINE

The task is estimated to take **6** months considering the statutory requirements and reasonable time for the execution of the task. The consultant shall advise the client on any delays that affect achievement of the objectives on time in writing.

The Consultant shall submit the following reports in the numbers and formats indicated. All reports shall be in English and prepared on A4 size paper:

Item	Type	Cumulative From Start	Period	No. of Copies Plus 2 copies of CD-Rom
PHASE 1				
1	Inception Report	1 month		4
2	Interim Report	2 months		5
3	Final Report	2 months		5

On closure of the assignment, the consultant shall surrender all plans drawings, specifications, reports and other documents and software submitted by the Contractor to become and remain the property of the Client and the Bidder 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 Bidder may retain a copy of such documents and software. The documents of the report are solely the property KR and may be used by KR without reference to the Bidder. However, the Bidder shall not use any such reports without the prior approval of KR

NOTE:

An electronic copy of all final reports in MS Word (Office 2010), (PDF) and CAD, where applicable.

7.0 PAYMENT OF PROFESSIONAL FEES AND REIMBURSABLES

The Client shall make payments of fees and reimbursable expenses after approval of deliverables as indicated below:

No	Milestone	Amount Payable
1	Inception Report	30% + Reimbursables
2	Interim Report	40% + Reimbursables
3	Final	30% + Reimbursables

8.0 REPORTING

The consultant shall report to the Land Surveyor appointed by the client.

SECTION VII:

STANDARD FORMS

Form 1	Standard Form of Contract
Form 2	Letter of Notification of Award
Form 3	Confidential Business Questionnaires
Form 4	Tender Security Form
Form 5	Performance Security Form
Form 6	Bank Guarantee for Advance payment
Form 7	Litigation History
Form RB 1	Public Procurement Administrative Review Form

FORM 1

REPUBLIC OF KENYA

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

F O R

CONSULTING SERVICES

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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.

(iii)

CONTRACT FOR CONSULTANT'S SERVICES



CONTRACT FOR CONSULTANCY SERVICES FOR MASTER PLANNING AND SURVEY OF THE PROPOSED STATE OF THE ART RAILWAY CITY IN ELDORET

BETWEEN

KENYA RAILWAYS

AND

(Name of the Consultant)

Dated: Day _____ Month _____ Year _____

(iv)

I. FORM OF CONTRACT

Large Assignments (Lump-Sum Payments)

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

_____ [name of consultant] of [or whose registered office is situated at] _____ [location of office] (hereinafter called the "Consultant") of the other part.

WHEREAS

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

NOW THEREFORE the Parties hereto hereby agree as follows:

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

(v)

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

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

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

[full name of Client's authorised representative] _____ *of* _____ *Client's*

[title] _____

[signature] _____

[date] _____

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

[full name of Consultant's authorized representative] _____

[title] _____

[signature] _____

[date] _____

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions terms

Unless the context otherwise requires, the following 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;

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- (j) “Personnel” means persons hired by the Consultant or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof;
- (k) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (l) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and
- (m) “Sub consultant” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

1.2 Law Governing the Contract

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

1.3 Language

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

1.4 Notices

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

1.5 Location

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

1.6 Authorized Representatives

Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.

1.7 Taxes and Duties The Consultant, Sub consultant[s] and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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

2.2 Commencement of Services The Consultant shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective or at such other date as may be specified in the SC.

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

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

2.5 Force Majeure

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

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

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

(x)

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

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

2.6.2 By the 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.

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3. OBLIGATIONS OF THE CONSULTANT

3.1 General

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

1.2 Conflict of Interests

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

The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and the Consultant shall not accept for his own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.

(ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.

(iii) Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any applicable

(xii)

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

**3.2.2 Consultant
And
Affiliates
Not to
Otherwise
Interested in
Project**

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

**3.2.3 Prohibition
of
Conflicting
Activities**

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

- (a) during the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract; or
- (b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

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

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

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

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**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 Consult-
ant to Be
the Property
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 property shall, not later than upon termination or expiration of this contract, deliver all such documents and software to the Client together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

4. CONSULTANT'S PERSONNEL

**4.1 Description
of Personnel**

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

**4.2 Removal
and/or
Replacement
Of Personnel**

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

(xiv)

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

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

5. OBLIGATIONS OF THE CLIENT

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

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

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

6. PAYMENTS TO THE CONSULTANT

6.1 Lump-Sum Remuneration The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Sub consultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the

(xv)

Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price

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

6.3 Payment for remuneration

Additional Services
under price is

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

6.4 Terms and Conditions of Payment

Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of a bank guarantee for the same amount and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met and the Consultant has submitted an invoice to the Client specifying the amount due.

6.5 Interest on Delayed Payment

Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending .

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement

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

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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) <i>Member</i>	The Member in Charge is _____ <i>[name of</i>
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(_____) <i>[date]</i> . Note: <i>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</i>
2.2	The date for the commencement of Services is _____ <i>[date]</i>
2.3	The period shall be _____ <i>[length of time]</i> . Note: <i>Fill in the period, eg, twenty-four (24) months or such other period as the Parties may agree in writing.</i>

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:

- percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same.
- percent of the lump-sum amount shall be paid upon submission of the inception report.
- percent of the lump-sum amount shall be paid upon submission of the interim report.
- percent of the lump-sum amount shall be paid upon submission of the draft final report.
-) percent of the lump-sum amount shall be paid upon approval of the final report.

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IV. Appendices

APPENDIX A – DESCRIPTION OF THE SERVICES

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

APPENDIX B – REPORTING REQUIREMENTS

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

APPENDIX C– KEY PERSONNEL AND SUBCONSULTANTS

List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Personnel and staff-months for each.

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

APPENDIX D – BREAKDOWN OF CONTRACT PRICE IN 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 E – SERVICES AND FACILITIES PROVIDED BY THE CLIENT

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FORM 2

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

FORM 3 - CONFIDENTIAL BUSINESS QUESTIONNAIRE

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.

<p>Part 1 General</p> <p>Business Name</p> <p>Location of Business Premises</p> <p>Plot No, Street/Road.....</p> <p>Postal address Tel No. Fax Email.....</p> <p>Nature of Business</p> <p>Registration Certificate No.</p> <p>Maximum value of business which you can handle at any one time . Kshs.</p> <p>Name of your bankers</p> <p>Branch.....</p>

<p>Part 2 (a) . Sole Proprietor</p> <p>Your name in full 0 0 0 0 0 0 0 0 0 0 .Age 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 .</p> <p>Nationality 0 0 0 0 0 0 0 0 0 0 Country of Origin 0 0 0 0 0 0 0 0 0 0 ..</p> <p>Citizenship details</p> <p>0 ..</p>																				
<p>Part 2 (b) . Partnership</p> <p>Given details of partners as follows</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1. 0</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2. 0</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3. 0</td> <td></td> <td></td> <td></td> </tr> <tr> <td>4. 0</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1. 0				2. 0				3. 0				4. 0			
Name	Nationality	Citizenship details	Shares																	
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2. 0																				
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4. 0																				
<p>Part 2 (c) . Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1. 0</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2. 0</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3. 0</td> <td></td> <td></td> <td></td> </tr> <tr> <td>4. 0</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1. 0				2. 0				3. 0				4. 0			
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FORM 4 - TENDER SECURITY FORM

Whereas _____ [name of the tenderer]

(hereinafter called "the tenderer") has submitted its tender dated _____ [date of submission of tender] for the provision of _____

[name and/or description of the services]

(hereinafter called "the Tenderer") _____

KNOW ALL PEOPLE by these presents that WE _____

Of _____ having registered office at

[name of procuring entity] (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 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)

FORM 5 - PERFORMANCE SECURITY FORM

To: í ..

[name of the Procuring entity]

WHEREAS í í í í í í í í í í í í .. [name of tenderer]

(hereinafter called ðthe tendererö) has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20 ____ to

supply í ..

[Description services](Hereinafter called ðthe contractö)

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 í .. [amount of the guarantee in words and figures],

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 í í í í í í í í í í ..

[amount of guarantee] as aforesaid, without your 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

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

FORM 7-LITIGATION HISTORY

Name of Contract Supplier

Contractors/Suppliers should provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution.

YEAR	AWARD FOR OR AGAINST	NAME OF CLIENT, CAUSE OF LITIGATION AND MATTER IN DISPUTE	DISPUTED AMOUNT (CURRENT VALUE, KSHS. EQUIVALENT)

FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

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

- 1.
 - 2.
- etc.

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

- 1.
 - 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on
..... day of20.....

SIGNED

Board Secretary