TITLE: REQUEST FOR PROPOSAL

SELECTION OF CONSULTANTS

CONSULTANCY SERVICES FOR FEASIBILITY STUDIES AND DEVELOPMENT OF MASTER PLANS INCLUDING PROTOTYPES FOR THE PROPOSED INDUSTRIAL PARKS ALONG THE STANDARD GAUGE RAILWAY

MOIED/RFP/007/2014-2015

P.O. BOX 30547-00100
NAIROBI
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LETTER OF INVITATION

Reference Tender NO. MOIED/RFP/007/2014-2015,

Dated 30th March, 2015

TO: Consultants

Dear Sir/Madam,

REF: TENDER NOTICE

TERMS OF REFERENCE FOR CONSULTANCY SERVICES FOR FEASIBILITY STUDIES AND DEVELOPMENT OF MASTER PLANS INCLUDING PROTOTYPES FOR THE PROPOSED INDUSTRIAL PARKS ALONG THE STANDARD GAUGE RAILWAY

1. Background

The Ministry of Industrialization and Enterprise Development has identified Industrial Parks as key enablers to sustained Industrial Development and growth. The ongoing infrastructural developments along the Standard Gauge Railway corridor present enormous opportunity to provide world-class infrastructure to investors to participate in various diverse manufacturing activities.

The Ministry therefore, wishes to identify a consultancy firm to provide services for carrying out feasibility studies and detailed master planning for at least three out of the five identified sites measuring not less than 200 acres each for the establishment of modern Industrial Parks.

2. The objectives of the Consultancy

The general objective is to establish competitive modern Industrial Parks with all attendant facilities. The identified Consultancy will:-

a. Carry out feasibility study on the proposed Industrial Park sites
b. Develop a Master Plan giving detailed plans and realistic budgets for the provision of basic infrastructure to support the Industrial Parks
c. Produce prototype models for the identified Industrial Parks
d. Develop marketing and promotion plans for attracting potential investors to the Industrial Parks that will ensure at least a high level of occupancy within the three years of operation
e. Develop financing models and funds mobilization strategies
f. Develop an appropriate management model that will ensure their success

3. Scope of Work/Services

The Scope of Services to be provided by the Consultant or Consortium will include preparation of the following documents:-

a. A feasibility study
b. A Master Plan which will include but not limited to the land use plan, utility services plan, infrastructure plan and designs
c. Cost estimates of infrastructure development,
d. Project implementation roadmap, institutional framework and financing model
e. A marketing / business plan
f. Strategic Environmental Impact Assessment Sustainability (SEIA) study.

4. Project Outputs

a. Feasibility Study report of the sites
b. Engineering Designs
c. Industrial Park prototypes
d. Action plans/Implementation Matrix/Road Map with associated cost implications for the Industrial Parks implementation
e. Marketing / Business Plan
f. Approved SEIA by National Environmental Management Authority (NEMA).

5. Industrial Parks Location

The Projects will be on different sites along the Standard Gauge Railway (SGR) Corridor as directed by the Ministry. However, the three initial indicative sites will be around Voi, Emali and the Naivasha area.

6. Duration for the works

The duration for the works specified under this Terms of Reference (TORs) shall be for three (3) months from the signing of the contract without extension.

7. Eligibility

The Ministry therefore invites eligible firms to submit their Bids to provide the services of carrying out the Feasibility study, Develop a Master Plan and Prototype including an approved SEIA for the proposed Industrial Parks at strategic locations in Kenya. Interested Firms must demonstrate the following among others;

- Evidence of registration and approval by relevant authorities
- Availability of qualified personnel with the appropriate relevant skills
- Availability of adequate resources (technical and financial) to carry out the assignment
- Evidence of capability and experience of at least ten (10) years to prove that they are qualified by attaching testimonials and description of similar assignments
- All documents must be presented in the English language.

8. Tender Documents

Complete Request for Proposal document is available from the Head Supply Chain Management office at Social Security House Blk ‘A’, 16TH FLOOR Eastern Wing or you may download from the ministry’s website “www.industrialization.go.ke.”
9. Tender Submission

The Bids shall be in plain sealed envelopes clearly marked “Tender No. MOIED/RFP/007/2014-2015 and Tender for Consultancy Services for Carrying out Feasibility Studies, SEIA and Development of Master Plans for the proposed Industrial Parks in Kenya.

The Principal Secretary
Ministry of Industrialization and Enterprise Development
Social Security House Blk ‘A’
Bishops Road, Capitol Hill
P.O Box 30547-00100
NAIROBI

Or be deposited in the Tender Box located at Social Security House Blk ‘A’, 16TH FLOOR on or before 22nd April 2015 at 12:00 noon Kenya Time.

The Bids shall be opened immediately thereafter at the Ministry of Industrialization and Enterprise Development, conference room on 23rd floor at Social Security House Blk ‘A’ Eastern wing Bishops Road, Capitol Hill, in the presence of bidders or their representatives who choose to attend.
SECTION II: INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

2.1.1 The Client named the Appendix to “ITC” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.

2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.

2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

2.1.4 The Procuring entity will provide the inputs specified in the Appendix “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.

2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.

2.1.6 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.

2.2 Clarification and Amendment of RFP Documents

2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client’s address indicated in the Appendix “ITC”. The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.
2.2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited consultants and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

2.3 Preparation of Technical Proposal

2.3.1 The Consultants proposal shall be written in English language

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

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

(i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.

(ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.

(iii) It is desirable that the majorities 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 120 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If
the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

2.5 Submission, Receipt, and Opening of Proposals

2.5.1 The original proposal (Technical Proposal and, 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 initialed by the persons or person authorized to sign the proposals.

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

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

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

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

2.6 Proposal Evaluation General

2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix “ITC”. Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant’s proposal.

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

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

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

2.8 Public Opening and Evaluation of Financial Proposal

2.8.1 After Technical Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.

2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants’ representatives who choose to attend. The name of the consultant, the technical, Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.

2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.

2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix “ITC”, be as follows: -

\[
S_{f} = 100 \times \frac{F_{m}}{F}
\]

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: -

\[
S = St \times T
\]
Ministry of Industrialization and Enterprise Development

% + Sf x P %. The firm achieving the highest combined technical and financial score will be invited for negotiations.

2.8.6 The tender evaluation committee shall evaluate the tender within 30 days of from the date of opening the tender.

2.8.7 **Contract price variations shall not be allowed for contracts not exceeding one year (12 months).**

2.8.8 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price

2.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.9 **Negotiations**

2.9.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in the Appendix “ITC”. The aim is to reach agreement on all points and sign a contract.

2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).

2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

2.9.6 The procuring entity shall appoint a team for the purpose of the negotiations
2.10 Award of Contract

2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.

2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix “A”.

2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.10.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.10.5 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.10.6 To qualify for contract awards, the tenderer shall have the following:
   (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
   (b) Legal capacity to enter into a contract for procurement
   (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
   (d) Shall not be debarred from participating in public procurement.

2.11 Confidentiality

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

2.12 Corrupt or fraudulent practices

2.12.1 The procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.12.2 The procuring entity will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

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

Clause Reference

2.1 The name of the Client is: Ministry of Industrialization and Enterprise Development, P.O. Box 30547-00100, Nairobi.

2.1.1 The method of selection is: QCBS

2.1.2 Technical and Financial Proposals are requested: Yes √ No ____

The name, objectives, and description of the assignment are: See Page 32-37

2.1.3 A pre-proposal conference will be held: Yes ____ No √

The name(s), address(es) and telephone numbers of the Client’s official(s) are:

The Principal Secretary
Ministry of Industrialization and Enterprise Development
P.O. Box 30547-00100
Nairobi

2.1.4 The Client will provide the following inputs: - Data (Information) in his possession and is required

2.1.6 Training is a specific component of this assignment: Yes √ No ____

2.5.2 Consultants must submit an original and a Two copies (2) additional copies of each proposal. The Technical Proposal will be opened first and evaluated. Separate Financial and Technical Proposals.

2.5.3 The proposal submission address is: deposited in the Tender Box provided at the: Ministry of Industrialization and Enterprise Development Headquarters, 16th Floor, NSSF Building, Block A, Eastern Wing, Nairobi, Kenya.
2.5.4. Proposals must be submitted not later than the following date and time: 22nd April, 2015 at 12.00 Noon Kenyan Time

2.6.1 The address to send information to the Client is: - Ministry of Industrialization and Enterprise Development, P.O. Box 30547-00100, Nairobi.

2.6.3. The minimum technical score required to pass: - 70%

2.7.1 The weights given to the Technical and Financial Proposals are:
   \[ T = 0.80 \]
   \[ P = 0.20 \]

2.1.13. The assignment is expected to commence immediately after signing of the contract

SPECIAL CONDITIONS OF THE TENDER

1. The bids must be in English language.
2. All documents in any other language must have an equal Translated English version.
3. The price quoted must be in Kenyan Shillings.
4. Price quoted must be valid for a period not less than 120 days from the date of closing the tender.
Table of Contents

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

[_______________ Date]

To:____________________________________ [Name and address of Client]

Ladies/Gentlemen:

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

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

We remain,

Yours sincerely,

________________________________________ [Authorized Signature]:

________________________________________ [Name and Title of Signatory]

________________________________________ [Name of Firm]

________________________________________ [Address:]

[Ministry of Industrialization and Enterprise Development]
2. FIRM’S REFERENCES

Relevant Services Carried Out in the Last Five Years
That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted.

<table>
<thead>
<tr>
<th>Assignment Name</th>
<th>Country</th>
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<tbody>
<tr>
<td>Location within Country</td>
<td>Professional Staff provided by Your Firm/Entity(profiles):</td>
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<tr>
<td>Name of Client</td>
<td>Clients contact person for the assignment.</td>
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<td>Address</td>
<td>No of Staff-Months; Duration of Assignment:</td>
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<td>Start Date (Month/Year): Completion Date (Month/Year):</td>
<td>Approx. Value of Services (Kshs)</td>
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<tr>
<td>Name of Associated Consultants. If any:</td>
<td>No of Months of Professional Staff provided by Associated Consultants:</td>
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<td>Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:</td>
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<td>Narrative Description of project:</td>
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<tr>
<td>Description of Actual Services Provided by Your Staff:</td>
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Firm’s Name: ________________________________
Name and title of signatory: __________________

(May be amended as necessary)
3. **COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT.**

On the Terms of Reference:

1. 
2. 
3. 
4. 
5. 

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

1. 
2. 
3. 
4. 
5.
4. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT
5. **TEAM COMPOSITION AND TASK ASSIGNMENTS**

1. Technical/Managerial Staff

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<thead>
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<th>Name</th>
<th>Position</th>
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2. Support Staff

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

Proposed Position: _____________________________________________________________

Name of Firm: __________________________________________________________________

Name of Staff: __________________________________________________________________

Profession: ___________________________________________________________________

Date of Birth: __________________________________________________________________

Years with Firm: ___________________________  Nationality: ______________________

Membership in Professional Societies: __________________________________________

Detailed Tasks Assigned: __________________________________________________________________

**Key Qualifications:**

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

**Education:**

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

**Employment Record:**

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]
Certification:
I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

[Signature of staff member]  
Date: ____________________

[Signature of authorised representative of the firm]  
Date: ____________________

Full name of staff member: ____________________________________________

Full name of authorized representative: __________________________________
## 7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Reports Due/Activities</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
<th>9</th>
<th>10</th>
<th>11</th>
<th>12</th>
<th>Number of months</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

Reports Due: __________
Activities Duration: __________

Signature: ________________________
(Authorized representative)

Full Name: ________________________

Title: ____________________________

Address: _________________________
### 8. Activity (Work) Schedule

(a). Field Investigation and Study Items

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

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

(b). Completion and Submission of Reports

<table>
<thead>
<tr>
<th>Reports</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Inception Report</td>
<td></td>
</tr>
<tr>
<td>4. Interim Progress Report</td>
<td></td>
</tr>
<tr>
<td>(a) First Status Report</td>
<td></td>
</tr>
<tr>
<td>(b) Second Status Report</td>
<td></td>
</tr>
<tr>
<td>3. Draft Report</td>
<td></td>
</tr>
<tr>
<td>4. Final Report</td>
<td></td>
</tr>
</tbody>
</table>
## TABLE OF CONTENTS

1. Financial proposal submission Form  
2. Summary of costs  
3. Breakdown of price/per activity  
4. Breakdown of remuneration per activity  
5. Reimbursable per activity  
6. Miscellaneous expenses
1. **FINANCIAL PROPOSAL SUBMISSION FORM**

_______________ [Date]

To: ______________________________________
______________________________________
______________________________________

[Name and address of Client]

Ladies/Gentlemen:

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

We remain,

Yours sincerely,

_____________________________[Authorized Signature]

________________________ [Name and Title of Signatory]:

________________________ [Name of Firm]

________________________ [Address]
### 2. SUMMARY OF COSTS

<table>
<thead>
<tr>
<th>Costs</th>
<th>Currency(ies)</th>
<th>Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Taxes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Amount of Financial Proposal</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### 3. Breakdown of Price per Activity

<table>
<thead>
<tr>
<th>Activity NO.: ______________________</th>
<th>Description: ______________________</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Price Component</strong></td>
<td><strong>Amount(s)</strong></td>
</tr>
<tr>
<td>Remuneration</td>
<td></td>
</tr>
<tr>
<td>Reimbursables</td>
<td></td>
</tr>
<tr>
<td>Miscellaneous Expenses</td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td>_________________________________</td>
</tr>
</tbody>
</table>

[Ministry of Industrialization and Enterprise Development]
4. **BREAKDOWN OF REMUNERATION PER ACTIVITY**

<table>
<thead>
<tr>
<th>Activity No.</th>
<th>Name: __________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Names</td>
<td>Position</td>
</tr>
<tr>
<td>Regular staff</td>
<td></td>
</tr>
<tr>
<td>(i)</td>
<td></td>
</tr>
<tr>
<td>(ii)</td>
<td></td>
</tr>
<tr>
<td>Consultants</td>
<td></td>
</tr>
<tr>
<td>Grand Total</td>
<td></td>
</tr>
</tbody>
</table>

Ministry of Industrialization and Enterprise Development
5. REIMBURSABLES PER ACTIVITY

Activity No: ___________________________            Name: ___________________________

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Air travel</td>
<td>Trip</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Road travel</td>
<td>Kms</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Rail travel</td>
<td>Kms</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Subsistence Allowance</td>
<td>Day</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Grand Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Trip Kms Kms Day

Grand Total

Ministry of Industrialization and Enterprise Development
### 6. MISCELLANEOUS EXPENSES

Activity No.  ______________________________ Activity Name:  ____________________

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Communication costs (telephone, telegram, telex)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Drafting, reproduction of reports</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Equipment: computers etc.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Software</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Grand Total

Unit Quantity Unit Price Total Amount
TERMS OF REFERENCE FOR CONSULTANCY SERVICES FOR FEASIBILITY STUDIES AND DEVELOPMENT OF MASTER PLAN INCLUDING PROTOTYPES FOR THE PROPOSED THREE INDUSTRIAL PARKS ALONG THE STANDARD GAUGE RAILWAY IN KENYA

1. Background

The Ministry of Industrialization and Enterprise Development (MoIED) has identified key sectors and enablers to deliver the Kenya Industrialization Roadmap in line with Vision 2030, Kenya’s economic blueprint. One of the 7 key drivers in the Vision’s Economic Pillar is manufacturing. The Second Medium Term Plan (MTPII) of the Vision focuses on the establishment of Industrial Parks in various places, to act as magnets for foreign direct investment, for the promotion of value addition, and for technical skills development. The Ministry has also developed its Industrialization Strategy entitled “An aspiration to attain Vision 2030” which sets ambitious yet achievable targets for growth in GDP, increase in manufacturing share of GDP and increase in foreign direct investment, largely by improving the ease of doing business and improving overall competitiveness of Kenya as an industrial investment destination. The economic outcome of this strategy will be job creation, investment attraction and sustainable industrialization.

A limiting constraint to increased Domestic and Foreign Direct Investments has been the absence of fully serviced industrial parks dedicated to manufacturing industries at reasonable costs.

The Ministry of Industrialization and Enterprise Development has therefore identified Industrial Parks as key enablers to incentivise sustained Industrial Development and growth. The ongoing infrastructural developments along the Standard Gauge Railway corridor present enormous opportunity to provide world class infrastructure to investors to participate in various diverse manufacturing activities.

These sites along the Standard Gauge Railway corridor are earmarked for development as integrated industrial parks will have fully serviced plots with water supply, electricity, roads.
The Ministry of Industrialization and Enterprise Development (hereinafter called “the Client”) therefore seeks to retain the services of a firm of consultants to carry out feasibility studies and detailed master planning for at least three out of the five identified sites measuring not less than 200 Acres each for the establishment of modern Industrial Parks.

8. SCOPE OF WORK

The consultant will, in this assignment engage with the client and involve the client’s various staff and other stakeholders in the study so that there is ownership and understanding established. The consultant will undertake the following tasks:

1) Undertake a detailed feasibility study on the establishment of three of the five proposed Industrial Parks along the SGR to establish their economic and financial viability, identify risks and challenges and their mitigation, with all this informing selection of best options to develop the parks, incorporating a phasing plan, private sector participation plan and local community involvement. It is intended that the parks will be established as an integrated industrial parks. The parks will also have social amenities as are necessary to provide a conducive environment to persons employed within the industrial parks. Specifically the feasibility study will:

i) Review all relevant laws, regulation, treaties, policies, programs, initiatives and institutional arrangements related to establishment of industrial parks, industrial investment, including review of relevant past studies. It will recommend applicable changes to the policy, legal, regulatory, and institutional arrangements necessary to successfully establish and operate the industrial parks.

ii) Review similar industrial parks in various parts of the world and evaluate the critical success factors, critical risks and adduce lessons which will inform the study.

iii) Assess requirements for and estimate market demand for each of the industrial park indicating the most suitable industries/industrial
clusters. Develop projections for occupancy of land, buildings and amenities for the operating life of the project.

iv) Conduct Stakeholder mapping and develop a stakeholder engagement strategy for the project

v) Develop a number of park development and operation model concepts including the key features to be included in the park which will inform the master-plan, phasing, roles of Government, participation of private sector in park operations and financial objectives. After discussion with the Client, propose choice of one of these development and operation concepts which will inform the master plan.

vi) Using the master plan’s output, develop a financial model for the development and operation of the industrial park, including capital costs, operating expenses including any taxation, revenues, profits and resulting cash flows, and various financial indicators including payback period, internal rate of return.

1. Estimate the economic benefits of the projects and also calculate the economic rate of return of the project (ERR)

1. Identify significant risks and propose measures to mitigate them

2. Recommend the institutional framework for development and operation of the industrial park

3. Develop eligibility criteria for industrial park clients, as are consistent with the economic objectives of the project.

2) Develop a master plan which will include but not limited to the land use plan, utility services plan, infrastructure plan and designs, and project implementation phasing plan. The Master Plan should provide cost estimates for the phased development of basic infrastructure, buildings and service amenities suited for the needs of the targeted users of the industrial park.

The costs estimates will inform the feasibility studies economic and financial analysis. The master-plan will include production of two (2) architectural prototype models of the proposed industrial parks and also computer generated renderings of various aspects of the Industrial Park.
The consultant will also develop a project road map and a funding mobilization plan.

3) Develop a project implementation roadmap, institutional framework and financing model
4) Develop a marketing/business plan for the proposed industrial parks
5) Undertake a Strategic Environmental Impact Assessment (SEIA) study for each proposed industrial park

a. OBJECTIVES OF THE CONSULTANCY

The general objective of the Ministry is to establish competitive modern Industrial Parks with all attendant facilities. The identified Consultancy will specifically:

b. Carry out feasibility study on the proposed Industrial Park sites
   • Develop a Master Plan giving detailed plans and realistic budgets for the provision of basic infrastructure to support Industrial Parks
   • Produce prototype models for the identified Industrial Parks
   • Develop marketing and promotion plans for attracting potential investors to the Industrial Parks that will ensure at least a high level of occupancy within the three years of operation
   • Develop financing models and funds mobilization strategies
   • Develop an appropriate management model that will ensure their success
   • Establish the environmental sustainability of the industrial parks

CONSULTANCY OUTPUTS (DELIVERABLES)
The Scope of the Services to be provided by the Consultant or Consortium will include delivery of the following:

a. Inception report to be submitted within 5 days of signing contract, detailing the consultant’s approach to the feasibility study and master-plan, providing a detailed work-plan and requirements as well as a mapping of stakeholders
b. Periodic progress reports documenting progress made and any recommendations or issues for remedy, feedback, decision or assistance by the Client.
c. Final feasibility study report including master plan which takes some consideration of outcomes of stakeholder consultation for each proposed site

d. A master plan which will include land use plan, utility services plan, infrastructure and cost estimates of infrastructure development
a. Engineering Designs for each industrial park
c. Two (2) prototype models of the industrial park and computer generated plans and renderings for each proposed site
f. A project implementation roadmap, institutional framework and financing model for each site
f. Marketing / Business Plan
g. Criteria for approval of investors to locate therein, and for other persons' participation in the industrial park
h. Final report summarizing progress of the project up to the end of the assignment.
i. Approved SEIA by NEMA.

5. PROJECT OUTCOMES

The development of leather industrial parks in Kenya will achieve the following outcomes:-

a. Increased foreign and local direct investment to Kenya

a. Increased contribution of manufacturing to Kenya's GDP

b. Increase in manufacture goods for exports

b. Expanded employment within the industrial park and in related supply chains

c. Increase in local content to manufacturing

d. Environmentally compatible and socially responsible manufacturing

6. LOCATION OF THE INDUSTRIAL PARK

The Projects will be different on sites along the Standard Gauge Railway (SGR) Corridor as directed by the Ministry. However, the initial indicative sites will be around Voi, Emali and the Naivasha area.
7. DURATION OF THE ASSIGNMENT

The expected duration of the work specified under this Terms of Reference shall be four weeks from the date of signing of the contract and upon identification of the sites.

8. ELIGIBILITY

The Ministry therefore invites eligible firms to submit their Bids to provide the services of carrying out the Feasibility study, Develop a Master Plan and Prototype including an approved SEIA for the proposed Industrial Parks at strategic locations in Kenya.

Interested Firms must demonstrate the following among others;

- Evidence of registration and approval by relevant authorities
- Availability of qualified personnel with the appropriate relevant skills
- Availability of adequate resources (technical and financial) to carry out the assignment
- Evidence of capability and experience of at least ten (10) years to prove that they are qualified by attaching testimonials and description of similar assignments
- All documents must be presented in the English language.

The separate technical and financial proposals shall be submitted in plain, sealed envelopes.
## Evaluation Criteria

### ANNEX 1. DETAILS ON TECHNICAL REQUIREMENTS FOR THE SCOPE OF WORK

**Detailed Minimum Requirements for bidding firms**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Evidence Required</th>
<th>Compliant? Yes/ No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Legal Registration and relevant licenses</td>
<td>Legal Registration certificate, practicing licence for relevant profession</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Contact Details</td>
<td>Mailing Address, Physical Address, Telephone, Fax, Email,</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Tax Registration and Tax Compliance</td>
<td>Valid Tax compliance certificate,</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Qualified Consultants with relevant experience</td>
<td>Names and summary CVs of at least 3 members of consulting team. Members should have:- a) Minimum Bachelor’s Degree in relevant discipline with Masters and PhD being an added advantage b) Relevant disciplines will be represented by one team member from the following groups: -Economics, Finance or Business, -Architecture or Physical Planning -Leather technology c) Each team member having at least 6 years relevant working experience (after graduation) including at least 2 years will have been in technical operations or in professional consulting roles</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Relevant feasibility and</td>
<td>The firm should:- -Have undertaken at least 3 successful</td>
<td></td>
</tr>
</tbody>
</table>
master-planning experience feasibility and master-planning assignments for a project involving infrastructure development, in past 5 years, for named clients who are willing to serve as referees, at least one of which was in relation to an industrial activity
Demonstrate being in operating as a consulting entity, for 10 years or more

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Maximum Points</th>
<th>Marking Scheme</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>Demonstrated technical capacity to undertake the work</td>
<td>Capacity Statement showing institutional capacity to deliver including description of the consultant’s staff and associate consultant complement, mission statement, key corporate policies and core competences</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Demonstrated financial capacity to undertake the work</td>
<td>-Audited accounts for past 3 years, with revenues of at least Ksh 50 million per annum in the latest year.</td>
<td></td>
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</tbody>
</table>

ANNEX 2: EVALUATION CRITERIA FOR TECHNICAL PROPOSALS

Scheme for Evaluation of Technical Proposals: Pass Mark 70%

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Maximum Points</th>
<th>Marking Scheme</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Specific experience of the consulting firm related to the assignment</td>
<td>10</td>
<td>Firm’s years of relevant experience (Max 5 points) Above 15 years relevant experience (5 pts) 10-15 years (4 pts) 6-9 years (3 pts) 4-5 years (2 pts) Below 4 years (1 pts)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Number of cited and referenced project done by consultant in feasibility study and master-planning assignments related assignments in past 5 years (Max 5 points)</td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td></td>
</tr>
</tbody>
</table>
|   |   | 7 or more projects (5 points)  
|   |   | 4-6 projects (4 points)  
|   |   | 2-3 projects (3 points)  
|   |   | Less than 2 projects (1 point) |

<table>
<thead>
<tr>
<th></th>
<th>Adequacy of proposed work-plan and methodology in responding to the terms of reference</th>
<th>40</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td></td>
<td>Fully responsive to TOR, shows originality and competence in methodology <strong>(40 pts)</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fully responsive to TOR, but shows only limited originality and competence in methodology <strong>(25 pts)</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Partially responsive to TOR but shows originality and competence in methodology <strong>(20 points)</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Partially responsive to TOR and shows only limited originality and competence in methodology <strong>(15 points)</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Not responsive to TOR nor showing originality or competence <strong>(0 points)</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Qualifications and competence of key staff for the assignment.</th>
<th>40</th>
</tr>
</thead>
</table>
| 3 |   | **Experience (Max. 20 points)**  
|   | Economist/Business/Finance consultant: years relevant feasibility study and master |
(Detailed CV showing experience in relevant project and copies of relevant academic certificates will suffice as evidenced for education/experience. Where a professional practicing licence is required to engage in an occupation, a current, licence from registration body for that profession is to be provided as evidence.)

<table>
<thead>
<tr>
<th>Planning consulting experience</th>
<th>Planning consulting experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>-10 or more years (7 points)</td>
<td>-10 or more years (7 points)</td>
</tr>
<tr>
<td>-5-9 years (5 points)</td>
<td>-5-9 years (5 points)</td>
</tr>
<tr>
<td>-Less than 5 years (1 points)</td>
<td>-Less than 5 years (1 points)</td>
</tr>
</tbody>
</table>

Physical Planner /Architect:
years relevant technical operations, master planning and consulting experience
-10 or more years (7 points)
-5-9 years (5 points)
-Less than 5 years (1 points)

Leather technology consultant:
years relevant leather related technical, operations and consulting experience
-10 or more years (6 points)
-5-9 years (4 points)
-Less than 5 years (1 points)

**Education/Academic Qualifications from recognized institution (Max. 20 points):**

**Economist/Finance/Business consultant:**
- PhD degree (7 points)
- Master’s Degree (6 points)
- Bachelor’s Degree (5 points)

**Physical Planner/Architect:**
- PhD degree (7 points)
- Master’s Degree (6 points)
- Bachelor’s Degree (5 points)

**Leather technology consultant:**
- PhD degree (6 points)
- Master’s Degree (5 points)
- Bachelor’s Degree (4 points)

| 4 | Suitability to the Technology Transfer Program (Training) | 10 | Methodology will enable Client’s and some stakeholders’ staff benefit from considerable |
technology transfer (10 points)

Methodology will enable Client’s and some stakeholders’ staff benefit from limited technology transfer (5 points)

Methodology will not enable Client’s and some stakeholders’ staff benefit from any technology transfer (0 points)
SECTION VI:

STANDARD FORMS OF CONTRACT
ANNEX I

CONTRACT FOR CONSULTING SERVICES

Small Assignments
Lump-sum payments
SAMPLE CONTRACT FOR CONSULTING SERVICES
SMALL ASSIGNMENTS
LUMP-SUM PAYMENTS

CONTRACT

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

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

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

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services (i) The Consultant shall perform the Services specified in Appendix A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract.

   (ii) The Consultant shall provide the personnel listed in Appendix B, “Consultant’s Personnel,” to perform the Services.

   (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, “Consultant’s Reporting Obligations.”

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

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

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

Kshs______________________ upon the Client’s receipt of a copy of this Contract signed by the Consultant;

Kshs______________________ upon the Client’s receipt of the draft report, acceptable to the Client; and

Kshs______________________ upon the Client’s receipt of the final report, acceptable to the Client.

Kshs______________________ Total

C. Payment Conditions

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

4. Project Administration

A. Coordinator

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

B. Reports

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

5. Performance

The Consultant undertakes to perform the Services with
Standards

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

6. Confidentiality

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

7. Ownership of Material

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

8. Consultant Not to be Engaged in certain Activities

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

9. Insurance

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

10. Assignment

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

11. Law Governing Contract and Language

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

12. Dispute Resolution

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

Appendix A: Terms of Reference and Scope of Services
Appendix B: Consultant’s Personnel
Appendix C: Consultant’s Reporting Obligations
LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To:______________________________

______________________________

______________________________

RE: Tender No.____________________

Tender Name____________________

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

____________________________________________________________________________________

1. Please acknowledge receipt of this letter of notification signifying your acceptance.

2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.

3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS)________________________________________________________

____________________________________________________________________________________

SIGNED FOR ACCOUNTING OFFICER

NB: The unsuccessful bidders will also be notified.
REQUEST FOR REVIEW

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

1. 
2. etc.

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

1. 
2. etc

SIGNED ……………….(Applicant)

Dated on……………day of ……………/…20…

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on ………… day of ………….20…

SIGNED

Board Secretary