

REPUBLIC OF KENYA

MINISTRY OF LANDS, PUBLIC WORKS, HOUSING AND URBAN DEVELOPMENT

STATE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

FRAMEWORK AGREEMENT

FOR

PROVISION OF CONSULTANCY SERVICES FOR PROJECT MANAGEMENT AND CONSTRUCTION MANAGEMENT AND OPTIONAL ADDITIONAL SERVICES FOR THE AFFORDABLE HOUSING PROGRAMME FOR THE STATE DEPARTMENT FOR HOUSING AND URBAN DEVELOPMENT UNDER FRAMEWORK AGREEMENT

RFP NO. SDHUD/784/001/2026- 2029

Issued on 2nd October 2026

CLOSING DATE: 26th October2026 at 9.00 a.m.

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1) NAME AND CONTACT ADDRESSES OF PROCURING ENTITY

The Principal Secretary,
State Department for Housing and Urban Development
Ardhi House, 1st Ngong Avenue
P.O. Box 30119 -00100 Nairobi
Email: **procurement1@housingandurban.go.ke**

2) **Invitation to RFP (ITT) No. SDHUD/784/001/2026- 2029**

3) Tender Name: **PROVISION OF CONSULTANCY SERVICES FOR PROJECT MANAGEMENT AND CONSTRUCTION MANAGEMENT AND OPTIONAL ADDITIONAL SERVICES FOR THE AFFORDABLE HOUSING PROGRAMME FOR THE STATE DEPARTMENT FOR HOUSING AND URBAN DEVELOPMENT UNDER FRAMEWORK AGREEMENT**

SECTION 1 (A) - REQUEST FOR PROPOSAL (RFP)

REPUBLIC OF KENYA

MINISTRY OF LANDS, PUBLIC WORKS, HOUSING AND URBAN DEVELOPMENT
STATE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

PROVISION OF CONSULTANCY SERVICES FOR PROJECT MANAGEMENT AND CONSTRUCTION MANAGEMENT AND OPTIONAL ADDITIONAL SERVICES FOR THE AFFORDABLE HOUSING PROGRAMME FOR THE STATE DEPARTMENT FOR HOUSING AND URBAN DEVELOPMENT UNDER FRAMEWORK AGREEMENT
RFP NO. SDHUD/784/001/2026- 2029

1. The State Department of Housing and Urban Development (SDHUD) has set aside funds in its budget toward the cost of the subject services.

2. The State Department of Housing and Urban Development (SDHUD) now invites proposals to provide the following services (here in after called "the services"): **PROVISION OF CONSULTANCY SERVICES FOR PROJECT MANAGEMENT AND CONSTRUCTION MANAGEMENT AND OPTIONAL ADDITIONAL SERVICES FOR THE AFFORDABLE HOUSING PROGRAMME FOR THE STATE DEPARTMENT FOR HOUSING AND URBAN DEVELOPMENT UNDER FRAMEWORK AGREEMENT.** This RFP is structured as multiple Lots. Lot 1 (Project and Construction Management) is mandatory. Lots 2-6 are optional. Consultants must qualify on Lot 1 to be considered for optional Lots. More details on the Services are provided in Section 8 on Terms of Reference.

3. Please note that the selected Consultants shall be requested to sign a Framework Agreement so that the whole of services could be duplicated and provided in more than one location and to more than one Procuring Entity" over the period of the Framework Agreement

4. It should be noted that firms are not allowed to express interest in more than one Consortium or across Consorta.

5. This Request for Proposal has been addressed to the following Consulting firms: **N/A**

6. If a Consultant is a Joint Venture (JV), the full name of the JV shall be used and all members, starting with the name of the lead member. Where sub-consultants have been proposed, they shall be named. The maximum number of JV members shall be specified in the Data Sheet (DS).

7. It is **not** permissible to transfer this RFP to any other firm.

8. The Consultant shall properly tape bind and chronologically serialize all pages of the Request for Proposal documents submitted.

9. A firm will be selected under Consultants Qualification Selection (CQS) method and in a format as described in this RFP, in accordance with the Public Procurement and Asset Disposal Act 2015, a copy of which is found at the following website: www.ppra.go.ke.

10. The contents of the RFP are as follows:
    - Section 1: Letter of Request for Proposals
    - Section2: Instructions to Consultants and Data Sheet
    - Section 3: Technical Proposal Standard Forms
    - Section 4: Financial Proposal Standard Forms

Section 5: Terms of Reference
Section 6: Standard Forms of Contract ([Select: Time-Based or Lump-Sum])

11. Please inform us in writing at the address below or by E-mail; **procurement1@housingandurban.go.ke**:

a) That you have received this Request for Proposals; and
b) Whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1.1).

12. Details on the proposal's submission date, time and address are provided in the ITC 17.7and ITC 17.9 of the Data Sheet.

Yours sincerely,

HEAD, SUPPLY CHAIN MANAGEMENT SERVICES
FOR: PRINCIPAL SECRETARY/ STATE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

SECTION 2. INSTRUCTIONS TO CONSULTANTS AND DATA SHEET

A. GENERAL PROVISIONS

1. Meanings/Definitions

a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.

b) "Applicable Law" means the laws and any other instruments having the force of law in Kenya.

c) "Procuring Entity" means the entity that is carrying out the consultant selection process and signs the Contract for the Services with the selected Consultant.

d) "Consultant" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Procuring Entity under the Contract.

e) "Contract" means a legally binding written agreement signed between the Procuring Entity and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).

f) "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITC.

g) "Day" means a calendar day unless otherwise specified as "Business Day". A Business Day is any day that is an official working day in Kenya and excludes official public holidays.

h) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).

i) "Government" means the Government of the Republic of Kenya.

j) "In writing" means communicated in written form such as by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Procuring Entity with proof of receipt.

k) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Entity for the performance of the Contract.

l) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is considered in the technical evaluation of the Consultant's proposal.

m) "ITC" (this Section of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.

n) "Letter of RFP" means the letter of invitation being sent by the Procuring Entity to the Consultants.

o) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.

p) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.

q) "Public Procurement Regulatory Authority (PPRA)" means the statutory authority of the Government of Kenya that mandated with the role of regulating and monitoring

compliance with the public procurement law and regulations.

r) "RFP" means the Request for Proposals to be prepared by the Procuring Entity for the selection of Consultants.

s) "Services" means the work to be performed by the Consultant pursuant to the Contract.

t) "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Procuring Entity during the whole performance of the Contract.

v) "Terms of Reference (TORs)" means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Entity and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

2.1 The Procuring Entity named in the Data Sheet intends to select a Consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the Data Sheet.

2.2 The Consultant are invited to submit a Technical Proposal and a Financial Proposal, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants' expense.

2.4 The Procuring Entity will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.

3. Conflict of Interest

3.1 The Consultant is required to provide professional, objective, and impartial advice, always holding the Procuring Entity's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.

3.2 The Consultant has an obligation to disclose to the Procuring Entity any situation of actual or potential conflict that impacts its capacity to serve the best interest of the Procuring Entity. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.

3.3 Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Consultants shall not be hired under the circumstances set forth below:

i) *Conflicting Activities*

Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Procuring Entity to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

ii) *Conflicting Assignments*
Conflict among consulting assignments: A Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may conflict with another assignment of the Consultant for the same or for another Procuring Entity.

(iii) *Conflicting Relationships*
Relationship with the Procuring Entity's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or personal relationship with senior management or professional staff of the Procuring Entity who has the ability to influence the bidding process and: (i) are directly or indirectly involved in the preparation of the Terms of Reference for the assignment,(ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from such relationship has been resolved in a manner that determines there is no conflict to affect this selection process.

iv) *Others*
Any other types of conflicting relationships as indicated in the Data Sheet.

4. **Unfair Competitive Advantage**

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Procuring Entity shall indicate in the Data Sheet and make available to all Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

5. **Corrupt and Fraudulent Practices**

5.1 Consultant firms or any of its members shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. Consultant firms or any of its members that are proven to have been involved in any of these practices shall be automatically disqualified and would not be awarded a contract.

5.2 Collusive practices

5.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any Consultant found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Consultants shall be required to complete and sign the "Certificate of Independent Proposal Determination" annexed to the Proposal Form.

5.3 In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Government and its agencies to inspect all accounts, records and other documents relating to any short-listing process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors, investigators or compliance officers.

6. **Eligibility**

6.1 In selection of Consultants, short-listing shall be composed of firms or individuals who belong to the same line of professional business and who are almost of the same capability.

6.2 Unless otherwise specified in the Data Sheet, the Procuring Entity permits Consultants including proposed experts, joint ventures and individual members from all countries and categories to offer consulting services. The maximum number of members so far JV shall be specified in the TDS.

6.3 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for submission of proposals, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the websitewww.cak.go.ke

6.4 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.

6.5 It is the Consultant's responsibility to ensure that it's Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements.

6.6 As an exception to the foregoing ITC 6.1 and 6.2 above:

a) Sanctions-A firm or an individual that has been debarred from participating in public procurement shall be ineligible to be awarded a contract, or to benefit from the contract, financially or otherwise, during the debarment period. The list of debarred firms and individuals is available from the website of PPRA www.ppra.go.ke.

b) Prohibitions-Firms and individuals of a country or goods in a country may be ineligible if:

i) As a matter of law or official regulations, Kenya prohibits commercial relations with that country; or

ii) By an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or services from that country or any payments to any country, person, or entity in that country.

c) Restrictions for Government-owned Enterprises-Government-owned enterprises or institutions in Kenya shall be eligible only if they can establish that they

i) Are legally and financially autonomous,

ii) Operate under commercial law, and

iii) That they are not dependent agencies of the Procuring Entity.

d) Restrictions for public employees - Government officials and civil servants and employees of public institutions shall not be hired for consulting contracts.

6.7 Margin of Preference and Reservations-no margin of preference shall be allowed in the selection of consultants. Reservations may however be allowed to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be), and who are appropriately registered as such by the authority to be specified in the Data Sheets. A procuring entity shall ensure that the invitation to submit proposals specifically includes only businesses or firms belonging to one group.

B. Preparation of Proposals

7. General Considerations

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

8. Cost of Preparation of Proposal

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Procuring Entity is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without incurring any liability to the Consultant.

9. Language

9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Procuring Entity shall be written in the English language.

10. Documents Comprising the Proposal

10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.

10.2 The Consultant shall declare in the Financial Proposal Submission Form, that in competing for and executing a contract, it shall undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against anti-competitive practices including bid rigging.

10.3 The Consultant shall furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal Submission Form.

11. Only One Proposal

11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet.

11.2 Members of a joint venture may not also make an individual Proposal, be a subcontractor in a separate proposal or be part of another joint venture for the purposes of the same Contract.

11.3 Should a Joint Venture subsequently win the Contract, it shall consider whether an application for exemption from the Competition Authority of Kenya is merited pursuant to Section 25 of the Competition Act 2010.

12. Proposal Validity

a. Proposal Validity Period

12.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation and may be subject to sanctions in accordance with ITC 5.

b. Extension of Validity Period

12.4 The Procuring Entity will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Procuring Entity may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC 12.7.

12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

b. Substitution of Key Experts at Validity Extension

12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Procuring Entity together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluations core, however, will remain to be based on the evaluation of the CV of the original Key Expert.

12.8 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Procuring Entity, such Proposal will be rejected.

c. Sub-Contracting

12.9 The Consultant shall not subcontract the whole or part of the Services without reasonable justification and written approval of the Procuring Entity.

13. Clarification and Amendment of RFP

13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Procuring Entity's address indicated in the Data Sheet. The Procuring Entity will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all Consultants. Should the Procuring Entity deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

13.2 At any time before the proposal submission deadline, the Procuring Entity may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all invited Consultants and will be binding on them. The Consultants shall acknowledge receipt of all amendments in writing.

13.3 If the amendment is substantial, the Procuring Entity may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment in to account in their Proposals.

13.4 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals-Specific Considerations

14.1 While preparing the Proposal, the Consultant must give particular attention to the following:

(a) If a Consultant considers that it may enhance its expertise for the assignment by

associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so long as only one Proposal is submitted, in accordance with ITC 11. Above. A Consultant cannot associate with shortlisted Consultant(s). When associating with non-shortlisted/non-invited firms in the form of a joint venture or a sub-consultancy, the shortlisted/invited Consultant shall be a lead member. If shortlisted/invited Consultant associates with each other, any of them can be a lead member.

(b) The Procuring Entity may indicate in the Data Sheet the estimated amount or Key Experts' time input (expressed in person-month), or the Procuring Entity's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same. This clause shall not apply when using Fixed Budget selection method.

(c) For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input shall not be disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.

d) Key Experts shall not appear in more than one proposal unless so allowed in the Data Sheet. Invited firms must confirm and ensure their Key experts do not appear in proposal of other invited firms, otherwise proposals with Key experts appearing in other proposals will be rejected.

15. Technical Proposal Format and Content

15.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the Data Sheet under ITC 10.1. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non- responsive.

15.2 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

16. Financial Proposal

16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the Data Sheet. Irrespective of the consultant selection method, any Consultant that does not submit itemized and priced financial proposal, or merely refers the Procuring Entity to other legal instruments for the applicable minimum remuneration fees shall be considered non-responsive.

a. Price Adjustment

16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates apply if so, stated in the Data Sheet.

b. Taxes

16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in Kenya is provided in the Data Sheet.

c. Currency of Proposal

16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price

representing local cost shall be stated in Kenya Shillings.

d. Currency of Payment

16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. SUBMISSION, OPENING AND EVALUATION

17. Submission, Sealing, and Marking of Proposals

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as "CONFIDENTIAL" information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the Data Sheet, the Consultant has the option of submitting its Proposals electronically.

17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.3 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

17.4 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

17.5 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

18. Sealing and Marking of Proposals

18.1 The firm shall deliver the Proposals in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the assignment, addressed to the Procuring Entity and a warning "DO NOT OPEN BEFORE……. (The time and date for proposal opening date". Within the single envelope, package or container, the Firm shall place the following separate, sealed envelopes:

18.2 In the single sealed envelope, or in a single sealed package, or in a single sealed container the following documents shall been closed and shall be addressed as follows:

i) in an envelope or package or container marked "ORIGINAL", all documents comprising the Technical Proposal, as described in ITC11;
ii) in an envelope or package or container marked "COPIES", all required copies of the Technical Proposal;
iii) in an envelope or package or container marked "ORIGINAL", all required copies of the Financial Proposal; and

18.3 The inner envelopes or packages or containers shall:

i) Bear the name and address of the Procuring Entity.
ii) Bear the name and address of the Firm; and
iii) Bear the name and Reference number of the Assignment.

18.4 If an envelope or package or container is not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the proposal. Proposals that are misplaced or opened prematurely will not be accepted.

18.5 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Procuring Entity no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Procuring Entity after the deadline shall be declared late and rejected, and promptly returned unopened.

19. Confidentiality/ Canvassing

19.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Procuring Entity on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

19.2 Any attempt by Consultants or any one on behalf of the Consultant to influence improperly the Procuring Entity in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal and may be subject to the application of prevailing PPRA's debarment procedures.

19.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Procuring Entity on any matter related to the selection process, it should do so only in writing.

20. Opening of Technical Proposals

20.1 The Procuring Entity's opening committee shall conduct the opening of the Technical Proposals in the presence of the Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored by the Procuring Entity or with a reputable public auditor or independent authority until they are opened in accordance with ITC 22.

20.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.

21. Proposals Evaluation

21.1 Subject to provision of ITC 15.1, the valuators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and after the Procuring Entity notifies all the Consultants in accordance with ITC 22.1.

21.2 The Consultant is not permitted to alter or modify its Proposal in anyway after the proposal submission deadline except as permitted under ITC12.7. While evaluating the Proposals, the Evaluation Committee will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

22. Evaluation of Technical Proposals

22.1 The Procuring Entity's evaluation committee shall evaluate the Technical Proposals that have passed the eligibility and mandatory criteria, on the basis of their responsiveness to the Terms of Reference and the RFP. The eligibility and mandatory criteria shall include the following and any other that may include in the Data sheet.

a) Firm has submitted the required number of copies of the Technical Proposals.

b) Firm has submitted a sealed financial proposal.

c) The Proposal is valid for the required number of days.

d) The Technical Proposal is signed by the person with power of attorney, without material deviation, reservation, or omission.

e) The Technical Proposal is complete with all the forms and required documentary evidence submitted.

f) A valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 3.14 for Kenyan firms.

g) Key Experts are from eligible countries.

h) Key Experts do not appear in more than one proposal, if so required.

i) A short-listed firm has not participated in more than one proposal, if so required.

j) The Consultant is not insolvent, in receivership, bankrupt or in the process of being wound up.

k) The Consultant, its sub-consultants and experts have not engaged in or been convicted of corrupt or fraudulent practices.

l) The Consultant is neither precluded from entering into a Contract nor debarred by PPRA.

m) The firm has not proposed employing public officials, civil servants and employees of public institutions.

n) The Consultant, its sub-consultants and experts have no conflicts of interest.

22.2 Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.

23. Public Opening of Financial Proposals

23.1 Unsuccessful Proposals

After the technical evaluation is completed, the Procuring Entity shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following: (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score; (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion; (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and (iv) notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.

23.2 Financial Proposals for QBS, CQS and SSS

Following the ranking of the Technical Proposals, when the selection is based on QBS or CQS, the top-ranked Consultant is invited to negotiate the Contract. Only the Financial Proposal of the technically top-ranked Consultant is opened by the opening committee. All other Financial Proposals shall be returned unopened after the Contract negotiations are successfully concluded and the Contract is signed with the successful Consultant.

When the selection is based on the SSS method and if the invited Consultant meets the minimum technical score required passing, the financial proposal shall be opened and the Consultant invited to negotiate the contract.

23.3 Financial Proposals for QCBS, FBS, LCS

Following the ranking of the Technical Proposals, and after internal approvals, the Procuring Entity shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following: (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score; (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;(iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and (iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

23.4 Opening of Financial Proposals

The opening date should allow the Consultants sufficient time to decide for attending the opening and shall be no less than five (5) Business Days from the date of notification of the results of the technical evaluation, described in ITC 22.1 and 22.2.

The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Consultant's choice.

The Financial Proposals shall be opened publicly by the Procuring Entity's opening committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the Procuring Entity as indicated in the Data Sheet. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals.

24. Correction of Errors

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

24.2 Time-Based Contracts-If a Time-Based contract form is included in the RFP, in case of discrepancy between (i) a partial amount(sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between figures and words, the later will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Procuring Entity’s evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

24.3 Lump-Sum Contracts – If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical correction nor price adjustments shall be made. The total price, net of taxes understood as per ITC 24 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

25. Taxes

25.1 Subject to ITC 24.2, all taxes are deemed to be included in the Consultant’s financial proposal as separate items, and, therefore, considered in the evaluation.

25.2 All local identifiable taxes levied on the contract invoices (such as sales tax, VAT, excise tax, or any similar taxes or levies) and in come and withholding tax payable to Kenya on the remuneration of non-resident Experts for the services rendered in Kenya are dealt with in accordance with the instructions in the Data Sheet.

26. Conversion to Single Currency

26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.

27. Abnormally Low Prices

27.1 An Abnormally Low Price is one where the financial price, in combination with other constituent elements of the proposal, appears unreasonably low to the extent that the price raises material concerns with the Procuring Entity as to the capability of the Consulting firm to perform the Contract for the offered price.

27.2 In the event of identification of a potentially Abnormally Low Price by the evaluation committee, the Procuring Entity shall seek written clarification from the firm, including a detailed price analyses of its price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risk sand responsibilities and any other requirements of the RFP document.

27.3 After evaluation of the price analyses, if the Procuring Entity determines that the firm has failed to demonstrate its capability to perform the contract for the offered price, the Procuring Entity shall reject the firm's proposal.

28. Abnormally High Prices

28.1 An abnormally high price is one where the proposal price, in combination with other constituent elements of the proposal, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Consultants is compromised.

28.2 In case of an abnormally high tender price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct, and review the RFP to check if the specifications, TOR, scope of work and conditions of contract are contributory to the abnormally high proposals. The Procuring Entity may also seek written clarification from the Consultants on the reason or the high proposal price. The Procuring Entity shall proceed as follows:

i) If the proposal price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the proposal depending on the Procuring Entity's budget considerations.

ii) If specifications, TOR, scope of work and/or conditions of contract are contributory to the abnormally high proposal prices, the Procuring Entity shall reject all proposals and may re-invite for proposals for the contract based on revised estimates, specifications, TOR, scope of work and conditions of contract.

28.3 If the Procuring Entity determines that the Proposal Price is abnormally too high because genuine competition between Consultants is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Proposals and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before re-inviting for proposals.

29. Combined Quality and Cost Evaluation

(a) Quality and Cost Based Selection (QCBS) Method

29.1 In the case of Quality and Cost Based Selection (QCBS), the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant that achieves the highest combined technical and financial score will be notified and invited for negotiations.

(b) Fixed Budget Selection (FBS) Method

29.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the Data Sheet shall be rejected. The Procuring Entity's evaluation committee will select the Consultant with the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, notify and invite such Consultant to negotiate the Contract.

(c) Least Cost Selection (LCS) Method

29.3 In the case of Least-Cost Selection (LCS), the Procuring Entity's evaluation committee will select the Consultant whose Proposal is the lowest evaluated total price among those Proposals that achieve the minimum technical score required to pass, notify the Consultant and invite the Consultant to negotiate the Contract.

d. Combined Technical and Evaluation Report

29.4 The evaluation committee shall prepare a combined technical and financial evaluation report, with specific recommendations for award or otherwise and subject to the required approvals within the Procuring Entity prior to notifications and invitation of Consultant for negotiations.

30. Notification of Intention to enter into a Contract/Notification of Award

30.1 The Procuring Entity shall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The **Notification of Intention to enter into a Contract / Notification of Award** shall contain, at a minimum, the following information:

i) The name and address of the Consultant with whom the Procuring Entity successfully negotiated a contract;

ii) the contract price of the successful Proposal;

iii) a statement of the reasons why the recipient's Proposal was unsuccessful

iv) the expiry date of the Standstill Period, and

v) instructions on how to request a debriefing and/or submit a complaint during the standstill period;

31. Standstill Period

31.1 The Standstill Period shall be the number of days stated in the Data Sheet. The Standstill Period commences the day after the date the Procuring Entity has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. The Contract shall not be signed earlier than the expiry of the Standstill Period. This period shall be allowed for aggrieved Consultants to lodge an appeal. The procedure for appeal and the authority to determine the appeal or complaint is as indicated in the Data Sheet.

(a) NEGOTIATIONS AND AWARD

32. Negotiations

32.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

32.2 The evaluation committee shall prepare minutes of negotiations that are signed by the Accounting Officer and the Consultant's authorized representative.

32.3 Availability of Key Experts

The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Procuring Entity proceeding to negotiate the Contract with the next-ranked Consultant.

32.4 Notwithstanding the above, the substitution Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical in capacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

32.5 Technical negotiations

The technical negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Procuring Entity's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

(a) **Financial negotiations**

The financial negotiations include the clarification of the Consultant's tax liability in Kenya and how it should be reflected in the Contract. All applicable taxes shall be itemized separately and included in the contract price.

32.7 If the selection method included cost as a factor in the evaluation (that is QCBS, FBS, LCS), the unit rates and the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

32.8 Where QBS or CQS methods was used for a *Lump-sum Contract* as indicated in the RFP, the unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts or the professional practice. In such case, the Procuring Entity may ask for clarifications and, if the fees are very high, ask to change the rates. The format for (i) providing information on remuneration rates in the case of QB Sand CQS; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates. If after the clarifications, the price is still considered too high, the Procuring Entity may terminate the negotiation and invite the next ranked Consultant to open its financial proposal and negotiate the contract.

32.9 In the case of a *Time- Based contract*, negotiation of unit rates shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Procuring Entity may ask for clarifications and, if the fees are very high, ask to change the rates. The format for (i) providing information on remuneration rates in the case of QBS and CQS; and (ii) clarifying remuneration rates 'structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations-Breakdown of Remuneration Rates. If after the clarifications, the price is still considered too high, the Procuring Entity may terminate the negotiation and invite the next ranked Consultant for

negotiations.

32.10 Where SSS method was used as indicated in the RFP, both the unit rates and total price shall be negotiated. If the negotiations fail, the Procuring Entity shall terminate the Consultant selection process. In that event, the Procuring Entity shall review the consultancy requirements and market conditions prior to deciding to use an appropriate selection method to again procure the consulting services.

33. Conclusion of Negotiations

33.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Accounting Officer and the Consultant's authorized representative and minutes prepared to record the outcome of the negotiations.

33.2 If the negotiations fail, the Procuring Entity shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Procuring Entity shall terminate the negotiations informing the Consultant of the reasons for doing so. The Procuring Entity will invite the next-ranked Consultant to negotiate a Contract. Once the Procuring Entity commences negotiations with the next-ranked Consultant, the Procuring Entity shall not reopen the earlier negotiations.

34. Letter of Award

34.1 Upon expiry of the Standstill Period, specified in ITC 28.1, after satisfactorily addressing any appeal that has been filed within the Standstill Period, and upon successful negotiations, the Procuring Entity shall send a Letter of Award to the successful Consultant. The letter shall confirm the Procuring Entity's award of Contract to the successful Consultant and requesting the Consultant to sign and return the draft negotiated Contract within Twenty-One (21) Days from the date of the Letter of Award.

35. Signing of Contract

35.1 The Contract shall be signed prior to the expiration of the Proposal Validity Period and promptly after expiry of the Standstill Period, specified in ITC 28.1 and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.

35.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

36. Publication of Procurement Contract

36.1 Within the period specified in the Data Sheet, the Procuring Entity shall publish the awarded Contract which shall contain, at a minimum, the following information: (a) name and address of the Procuring Entity; (b) name and reference number of the contract being awarded, (c) the selection method used; (d) names of the consultants that submitted proposals; (e) names of all Consultants whose Proposals were rejected or were not evaluated; (f) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope.

36.2 Consider carefully the information on Consultants to be published, particularly evaluation by the Procuring Entity, to avoid disclosing information which can facilitate bid-rigging formation going forward. Suggest amendment as follows:

36.3 The awarded Contract shall be published on the Procuring Entity's website with free access if available and in the official procurement tender portal.

37. Procurement Related Complaint and Administrative Review

37.1 The procedures for making Procurement-related Complaints shall be specified in the

TDS.

37.2 A request for administrative review shall be made in the form provided under contract forms.

SECTION 2 (B). DATA SHEET

Reference to ITC Clause	**PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS**
	A. General Provisions
1(j)	Electronic procurement system shall be used: **Not Applicable** If Yes; Electronic –Procurement System The Procuring Entity shall use the following electronic-procurement system to manage this Request for Proposal process: **NOT APPLICABLE** The electronic-procurement system shall be used to manage the following part of the RFP process: **NOT APPLICABLE**
2.1	Name of the Procuring Entity: **State Department for Housing and Urban Development** Consultants Qualifications Selection as provided for in the Public Procurement and Asset Disposal Act (PPADA) 2015 and attendant regulations 124: 6(c)
2.2	Financial Proposal to be submitted together with Technical Proposal in separate envelopes: **Yes** The name of the assignment is: **PROVISION OF CONSULTANCY SERVICES FOR PROJECT MANAGEMENT AND CONSTRUCTION MANAGEMENT AND OPTIONAL ADDITIONAL SERVICES FOR THE AFFORDABLE HOUSING PROGRAMME FOR THE STATE DEPARTMENT FOR HOUSING AND URBAN DEVELOPMENT UNDER FRAMEWORK AGREEMENT**
2.3	A pre-proposal conference will be held: **NO** Date of pre-proposal conference…**N/A** Time: **N/A** Address: **N/A** Telephone: **N/A** E-mail: N/A Title of contact person: **N/A**
2.4	The Procuring Entity will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: **Terms of Reference**
3.3 (iv)	The Consultants shall not be hired under the circumstances in conflicting activities; **Applicable**
4.1	If "Unfair Competitive Advantage" applies to the selection, explain how it is mitigated, including listing the reports, information, documents, etc. and indicating the sources where these can be downloaded or obtained by the Consultants: **N/A**
6.2	Maximum number of members in the Joint Venture (JV) shall be: **Three (3)**

6.6 (a)	The list of debarred firms and individuals is available at the PPRA's website **www.ppra.go.ke** or email **complaints@ppra.go.ke**
Reference to ITC Clause	**PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS**
6.7	The business will be registered with **NOT APPLICABLE**
B. Preparation of Proposals	
10.1	The Proposal shall comprise the following: TECH-1: Technical Proposal Submission Form TECH-2: Consultant's Organization and Experience TECH-3: Comments and Suggestions TECH-4: Description of Approach, Methodology and Workplan TECH-5: Work Schedule and Planning for Deliverables TECH-6: Team Composition, Assignment, and Key Experts' Input TECH-7: Mandatory Documentary Evidence FIN-1: Financial Proposal Submission Form FIN-2: Summary of Costs FIN-3: Breakdown of Remuneration FIN-4: Breakdown of Reimbursable Expenses
11.1	Participation of Sub-consultants, and Key Experts in more than one Proposal is permissible: **Applicable**
12.1	Proposals must remain valid for **270 days** after the proposal submission deadline.
13.1	Clarifications may be requested no later than **Five (5) days** prior to the submission deadline. The contact information for requesting clarifications is: **The Principal Secretary,** State Department for Housing and Urban Development Ardhi House, 1st Ngong Avenue P.O. Box 30119 -00100 Nairobi Tel: +254 020 271 3833 Email: **procurement1@housingandurban.go.ke** Attn: Head, Supply Chain Management Services
14 (b) (do not use for Fixed Budget Method)	Estimated total cost of the assignment**: NOT APPLICABLE**
14 (c) and 26.2 [use for Fixed Budget	The total available budget for this Fixed-Budget assignment is: **NOT APPLICABLE** *[insert currency]* (*choose one*: inclusive or exclusive of taxes). Proposals exceeding the total available budget will be rejected.

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
method]	
14 (d)	Key Experts shall not appear in more than one proposal: **APPLICABLE**
15.1	The Technical Proposal shall be prepared using the Standard Form provided in Section 3 of the RFP and shall comprise the documents listed in the Data Sheet under ITC 10.1.: **APPLICABLE** A Technical Proposal containing material financial information shall be declared non-responsive
15.2	Consultant shall not propose alternative Key Experts: **APPLICABLE**
16.1(b)	The Financial Proposal will include (but not limited to) the following reimbursable expenses: 1. a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services; 2. cost of travel by the most appropriate means of transport and the most direct practicable route; 3. cost of office accommodation, including overheads and back-stop support; 4. communications *costs;* 5. cost of purchase or rent or freight of any equipment required to be provided by the Consultants; 6. cost of reports production (including printing) and delivering to the Procuring Entity; 7. other allowances where applicable and provisional or fixed sums (if any) 8. Any other charges, if applicable
16.2	A price adjustment provision applies to remuneration rates: **Not Applicable (N/A) with this submission**
16.3	The Procuring Entity has NOT obtained an exemption for the Consultant from payment of taxes in Kenya as per *the KRA website* Information on the Consultant's tax obligations in the Procuring Entity's country can be found on the Kenya Revenue Authority website: **www.kra.go.ke**
16.4	The Financial Proposal shall be stated in the following currencies: **Kenya Shillings** Consultant may express the price for their Services in any fully convertible currency, of up to three foreign currencies. The Financial Proposal should state local costs in Kenya Shillings
C. Submission, Opening and Evaluation	
17.1	The Consultant **SHALL NOT** have the option of submitting his Proposal electronically.
17.5	The Consultant must submit: (a) Technical Proposal: **One (1) Original and a soft copy in PDF format which is a replica of the original bid document**; (b) Financial Proposal: **One (1) Original and a soft copy in PDF format which is a**

<table>
<tr><th>Reference to ITC Clause</th><th>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</th></tr>
<tr><td></td><td>replica of the original bid document.</td></tr>
<tr><td>18.5</td><td>The Proposal must be submitted no later than:
Date: 26th October 2026
Time: 9.00 a.m. East African Time

The Proposal Submission Address is;

The Principal Secretary,
State Department for Housing and Urban Development
Ardhi House, 1st Ngong Avenue
6th Floor Tender Box
P.O. Box 30119 -00100 Nairobi
Tel: +254 020 271 3833

The tender documents shall be deposited in Tender Box located at the Ardhi House, 1st Ngong Avenue, Nairobi, Kenya. Bulky tender documents that cannot fit in the tender box shall be delivered and registered on Sixth (6th) Floor, Procurement Office at the Ardhi House, 1st Ngong Avenue, Nairobi, Kenya.</td></tr>
<tr><td>20.1</td><td>An online option of the opening of the Technical Proposals is offered: NO</td></tr>
<tr><td>20.2</td><td>In addition, the following information will be read aloud at the opening of the Technical Proposals: Name of Consultants</td></tr>
<tr><td>22.1</td><td>Other eligibility and mandatory criteria shall be:

Eligibility and mandatory criteria shall be as follows. Bidders who fail to pass the preliminary/mandatory criteria shall not proceed to the technical evaluation stage

Consultants will be evaluated on a YES or NO basis in this stage
<table>
<tr><th>No.</th><th>Requirements</th><th>Bidder’s Response</th></tr>
<tr><td>1.</td><td>Provide a copy of Certificate of Incorporation or Certificate of Registration/ Incorporation</td><td></td></tr>
<tr><td>2.</td><td>Attach a copy of valid Tax Compliance Certificate which shall be verified online during evaluation.</td><td></td></tr>
<tr><td>3.</td><td>Provide a valid copy of Certificate of Confirmation of Directors and Shareholding (CR 12). (Issued within the last 12 Months to Tender Opening Date) or copies of ID cards in case of Sole Proprietors and partnerships</td><td></td></tr>
<tr><td>4.</td><td>Must submit a duly filled, signed and stamped Confidential Business Questionnaire in format provided</td><td></td></tr>
<tr><td>5.</td><td>Original Tender document must be TAPE-BOUND and submitted alongside with a Soft Copy. Tender documents submitted as spiral bound or in a box file SHALL AUTOMATICALLY BE DISQUALIFIED. In addition, the documents must be chronologically serialized including the attachments in the correct sequence of 1,2,3…</td><td></td></tr>
</table></td></tr>
</table>

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS

6.	Duly filled, signed and stamped Technical Proposal Submission Form	
7.	Power of attorney/Authorization Letter, giving the name of person who should be signing the bid, authorizing him to submit/execute this agreement as a binding document	
8.	Proof of professional indemnity cover	
9.	Valid Consortium/ J. V agreement, in case of Joint Venture	
10.	Valid Practicing License for the firm	
11.	Firms should NOT express interest in more than one Consortium or across Consortium	

AT THIS STAGE, THE TENDERER'S SUBMISSION WILL EITHER BE RESPONSIVE OR NON-RESPONSIVE. THE NON-RESPONSIVE SUBMISSIONS WILL BE ELIMINATED FROM THE ENTIRE EVALUATION PROCESS AND WILL NOT BE CONSIDERED FURTHER.

Proposal for additional optional services

In addition to the mandatory requirements, Consultants may also submit a proposal for additional services which will be evaluated as per the Evaluation Criteria and their responsiveness to the Terms of Reference. These additional proposals will be optional and consultants who do not submit it shall not be disqualified so long as they pass the eligibility and mandatory criteria for the general standard services in the RFP.

22.2

The criteria, sub-criteria, and point system for the evaluation of the Technical Proposals (Lot 1 - Standard Services) :

Points

(i) Specific experience of the Consultancy firm, relevant to the Assignment: ***20 marks***

a) The firm should have experience in providing project and construction management services and related services for residential/housing projects with at least five (5) assignments undertaken in the last five (5) years. – The submission should be accompanied with Client reference letter (Projects not accompanied with Client reference letter will not be scored) (5 Marks)

b) Provide 5 successful project and construction management and related services for residential/ housing projects carried out in the last two years. Provide names and address of client, contact person(s), date of assignment, resource persons for each assignment, with accompanying reference letters. – (2 Marks each)

c) Provide a Green Building consultant who will be available for the duration of the Framework agreeement; i.e. an EDGE Expert / LEED Accredited Professional (AP); Provide copies of Academic & professional qualifications + registration (e.g., EDGE Expert / LEED AP) + relevant experience + leadership in sustainable design (5 Marks)

(ii) Adequacy and quality of the proposed methodology, and work plan in

<table>
<tr><th>Reference to ITC Clause</th><th>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</th></tr>
<tr><td></td><td>
responding to the Terms of Reference (ToRs):
<ol type="a">
Detailed Methodology or technical Approach for implementing the assignment - 10 Marks
Understanding the scope of work / interpretation of TORs – 3 marks
Work plan/programme of action incorporating all the activities to be undertaken as per the Terms of Reference with clear time frames for the delivery of each of the requirements (work flow plan) – 2 Marks
Provide an organization chart and staffing plan specific to the assignment – 5 marks

Total points for criterion (ii): 20 marks

[Notes to Consultant: The Procuring Entity will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skill mix; and the work plan has right input of Experts]
</td></tr>
<tr><td></td><td>
iii) Key Experts' qualifications and competence for the Assignment: (45 Marks)
{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}
<table>
<tr><td>(a) Position K-1: Lead Consultant
i. Should be a registered professional Architect, Quantity Surveyor, or Engineer with over 10 years of post-professional-registration experience (Attach certified copies of; registration certificate and Current practising license) - 4 marks
ii. Should have led the independent technical Expert/Construction supervision teams for two eligible consignments of more than Kenya Shillings 500 million and/or such magnitude) – 3 Marks
iii. Should have a Master's Degree in construction management, project management, business administration, or other related disciplines (attach certified copy of Master's Degree certificate) – 2 marks
iv. Should have a current professional membership in a professional association for AAK/IQSK/IEK - (Attach certified copies of; membership certificate and current annual membership certificate) – 1 mark:</td><td>10 marks</td></tr>
<tr><td>(b) Position K-2a: Architect
i. Should be a Registered Architect with at least 5 years' post registration experience in conducting Architectural assignments. – (Attach certified copies of; Registration certificate and Current Practicing license) (3 marks)
ii. Should demonstrate experience in Architectural assignments in residential projects of more than Kenya Shillings 200 million and/or such magnitude – (Attach Client reference letter for the referenced experience. If its for a firm, the Architect shall demonstrate their engagement in the firm for that period) (2 marks)
iii. Should have a Bachelor's degree in Architecture (attach certified copy of degree certificate) – 1 mark</td><td>7 marks</td></tr>
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Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS	
	association for AAK - (Attach certified copies of; membership certificate and current annual membership certificate) – 1 mark	
	(c) Position K-2b: Quantity Surveyor (QS) i. Should be a Registered Quantity Surveyor with at least 5 years' post registration experience in conducting Quantity Surveying assignments. – (Attach certified copies of ; Registration certificate and Current practicing license) (3 marks) ii. Should demonstrate experience in Quantity Surveying assignments in residential projects of more than Kenya Shillings 200 million and/or such magnitude – (Attach Client reference letter for the referenced experience. If its for a firm, the Ashall demonstrate their engagement in the firm for that period) (2 marks) iii. Should have a Bachelor's degree in Quantity Surveying or Building Economics (attach certified copy of degree certificate) – 1 mark *iv*. Should have a current professional membership in a professional association for AAK/IQSK - (Attach certified copies of ; membership certificate and current annual membership certificate) – 1 mark	7 marks
	(d) Position K-2c: Structural/Civil Engineer (SE/ CE) i. Should be a Registered Professional Structural/Civil Engineer with at least 5 years' post registration experience in conducting Engineering assignments. – (Attach certified copies of; Registration certificate and Current practising license) (3 marks) ii. Should demonstrate experience in Structural/Civil Engineering assignments in residential projects of more than Kenya Shillings 200 million and/or such magnitude – (If its for a firm, the Engineer shall demonstrate their engagement in the firm for that period) (2 marks) iii. Should have a Bachelor's degree in Structural/Civil Engineering (attach certified copy of degree certificate) – 1 mark iv. Should have a current professional membership in a professional association for AAK/IEK - (Attach certified copies of; membership certificate and current annual membership certificate) – 1 mark	7 marks
	(e) K-2d: Electrical Engineer (EE) i. Should be a Registered Professional Electrical Engineer with at least 5 years' post registration experience in conducting Electrical Engineering assignments. – (Attach certified copies of; Registration certificate and Current practicing license) (3 marks) ii. Should demonstrate experience in Electrical Engineering assignments in residential projects of more than Kenya Shillings 200 million and/or such magnitude – (If its for a firm, the Engineer shall demonstrate their engagement in the firm for that period) (2 marks) iii. Should have a Bachelor's degree in Electrical Engineering (attach certified copy of degree certificate) – 1 mark iv. Should have a current professional membership in a professional association for AAK/IEK - (Attach certified copies of; membership certificate and current annual membership certificate) – 1 mark	7 marks
	(f) K-2e Mechanical Engineer (ME) i. Should be a Registered Professional Mechanical Engineer with at least 5 years' post registration experience in conducting Mechanical Engineering assignments. – (Attach certified copies of; Registration	7 marks

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS

certificate and Current practicing license) (3 marks) ii. Should demonstrate experience in Mechanical Engineering assignments in residential projects of more than Kenya Shillings 200 million and/or such magnitude – (If its for a firm, the Engineer shall demonstrate their engagement in the firm for that period) (2 marks) iii. Should have a Bachelor's degree in Mechanical Engineering (attach certified copy of degree certificate) – 1 mark iv. Should have a current professional membership in a professional association for AAK/IEK - (Attach certified copies of; membership certificate and current annual membership certificate) – 1 mark	
Total points for criterion (iii):	**45 Marks**

(iv) Transfer of knowledge and training program (relevance of approach and methodology): (5 Marks)

a) Provide Training Program (1 Mark)
b) Training approach and Methodology (2 Marks)
c) Qualifications of experts and trainers (2 Marks)

(v) Participation by Kenya citizens among proposed Key Experts: 5 marks

(1 point will be awarded for each Key Expert's discipline)

(vi) Financial Capacity : 5 marks

a) Availability of Liquid assets and access to lines of credit/other financial resources that prove your capacity to deliver. (Attach letter from Bank on credit availability, overdraft etc (1 Marks)
b) Turnover of an average of KES 20,000,000 .00 average over last three years – (3 marks)
c) Liquidity ratio of at least 1:1 – (2 marks)

NB: Provide copies of audited accounts for the company for the last three years (i.e. 2021- 2022, 2022-2023, 2023–2024)

Total Marks for Criterion (i) to (vi): 100 Marks

The minimum technical score (TS) required to pass is: 70 Marks

Consultants with a minimum score of 70 will be recommended for award since this is a Framework Agreement with a fixed lumpsum fee as set out in the Terms of Reference.

This RFP is structured as a multi-lot tender comprising seven Lots. Lot 1 is mandatory. Lots 2–6 are optional additional services. A Consultant shall not be evaluated for any optional Lot unless it achieves the minimum technical score in Lot 1. Each Lot shall be evaluated independently using the QBS method. Successful Consultants shall be placed under the Framework Agreement for a period of three (3) years.

Firms achieving the minimum technical score shall be invited to sign the Framework Agreement and be placed on the respective Lot panel for three (3) years.

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS

	OPTIONAL ADDITIONAL SERVICES Consultants who wish to submit proposals for the optional additional services prescribed below shall be guided by this section. **NOTES** 1. Proposals for the optional additional services shall be entirely optional. The evaluation criteria for these services shall apply only to consultants who choose to submit proposals for them. 2. Consultants may choose whether or not to submit proposals for the optional additional services. However, any Consultant who wishes to submit a proposal for one or more optional additional services must also submit a complete proposal for the mandatory standard project and construction management services (as described in the preceding sections). 3. Consultants who do not submit proposals under this optional category shall not be disadvantaged or disqualified, provided they meet all other mandatory eligibility and qualification criteria for the standard services. 4. Evaluation of proposals for the optional additional services shall be conducted independently from the evaluation of the mandatory standard services and shall serve solely to prequalify Consultants for such optional additional services as the Procuring Entity may require from time to time. **The additional services are:** 1. Masterplanning Consultancy Services 2. Environmental Impact Assessment Consultancy Services 3. Topographical Surveying Consultancy Services 4. Geotechnical Investigation Consultancy Services 5. Health and Safety Control Consultancy Services *The detailed scope of the additional services shall be as described in the Terms of Reference.* The criteria, sub-criteria, and point system for the evaluation of any of the listed additional services the Consortium will be submitting a proposal for shall be: **2. Lot 2 - Masterplanning Consultancy Services** **Optional Service: Masterplanning Consultancy Services for Affordable Housing Projects** The criteria, sub-criteria, and point system for the evaluation of the Lot 2 - Masterplanning Consultancy Services Proposals is as follows:

Item	Criterion	Sub-Criteria	Maximum Marks	Scoring Guide / Evidence Required
1	Specific experience of the consultant relevant to the assignment	a) Number and value of similar masterplanning assignments for urban/residential developments (e.g., mixed-use or affordable housing estates) completed in the last 10 years. b) Experience in masterplanning for Government of Kenya or [illegible] programs.	5 **10** 3	≥6 relevant projects = 5 pts 3–5 projects = 3 pts 1–2 projects = 1 pt 0 = 0 pts (Form TECH-2A/B + completion certificates required)

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS

			c) Experience in multi-disciplinary consortia for integrated urban planning	2	
	2	Adequacy of the proposed methodology and work plan in responding to the Terms of Reference	a) Understanding of the assignment and clarity of technical approach & methodology (including site analysis, zoning, infrastructure integration, stakeholder engagement, and AHP alignment) b) Organization and staffing plan (organogram, reporting lines, coordination with SDHUD and counties) c) Work plan, scheduling and realism of timelines linked to project phases	15 **30** 8 7	Highest weight on practical, AHP-specific methodology demonstrating integration of green and resilient urban design
	3	Key professional staff qualifications and competence for the assignment	Marks assigned to each of the six mandatory key experts (evaluated from CVs – Form TECH-6B)	**40**	Total 40 Marks distributed as follows:
		• Team Leader (Urban Planner/Architect ≥12 yrs)	Academic & professional qualifications + registration + relevant experience + leadership in masterplanning	10	Max 10
		• Urban Designer/Architect	Qualifications + registration + experience in residential zoning and design	6	Max 6
		• Infrastructure Planner (Civil Engineer)	Qualifications + registration + experience in utilities and transport planning	6	Max 6
		• Environmental Planner	Qualifications + registration + experience in sustainability integration	6	Max 6
		• GIS/Survey Specialist	Qualifications + registration + experience in spatial analysis	6	Max 6
		• Landscape Architect	Qualifications + registration + experience in green spaces planning	6	Max 6
	4	Participation by nationals among key experts	Participation by Kenyan citizens among proposed Key Experts – (5 marks)	**5**	100% Kenyan = 5 90–99% = 4 80–89% = 3 70–79% = 2 <70% = 0
	5	Transfer of knowledge	a) Provide Training Program (1 Mark)	**5**	Clear, budgeted, realistic plan

Reference to ITC Clause	**PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS**

		Marks) c) Qualifications of experts and trainers (2 Marks)		
6	Comments and suggestions on the Terms of Reference	Constructive and feasible suggestions to improve masterplanning efficiency for AHP (3 Marks)	**3**	Innovative but practical ideas score highest
7	Work schedule and planning for deliverables	Clarity, completeness and realism of the bar chart/work plan showing sequence and timing of key activities (e.g., site surveys, drafts, approvals) (7 Marks)	7	Fully aligned with AHP timelines = 7 mks
Total Technical Score → 100 Marks Minimum qualifying technical score → 70 Marks				

*The Scoring criteria **10 5 3 2** is simply the **breakdown of the maximum 10 points** allocated to Criterion 1 ("Specific experience of the consultant relevant to the assignment") across its three sub-criteria.*

It means as follows:

Sub-criterion	***Maximum possibl points***
a) Number and value of similar masterplanning assignments completed in the last 10 years	***5 points***
b) Experience in masterplanning for Government of Kenya or public-sector housing programs	***3 points***
c) Experience in multi-disciplinary consortia for integrated urban planning	***2 points***
Total for Criterion 1	***10 points***

3. Lot 3 - Environmental Impact Assessment Consultancy Services

Optional Service: Environmental Impact Assessment Consultancy Services for Affordable Housing Projects

The criteria, sub-criteria, and point system for the evaluation of the Lot 3 - Environmental Impact Assessment Consultancy Services Proposals is as follows:

Item	**Criterion**	**Sub-Criteria**	**Maximum Marks**	**Scoring Guide / Evidence Required**
1	Specific experience of the consultant relevant to the assignment	a) Number and value of similar EIA assignments for housing/infrastructure projects completed in the last 10 years. b) Experience in Government of Kenya or public-sector programs (e.g.,	5 **10** 3	≥6 relevant projects = 5 mks 3–5 projects = 3 mks 1–2 projects = 1 pt 0 = 0 mks (Form TECH-

Reference to ITC Clause	**PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS**

		c) Experience in multi-disciplinary consortia for environmental assessments	2	2A/B + completion certificates required)
2	Adequacy of the proposed methodology and work plan in responding to the Terms of Reference	a) Understanding of the assignment and clarity of technical approach & methodology (including baseline surveys, impact modeling, stakeholder consultations, and AHP-specific risks). b) Organisation and staffing plan (organogram, reporting lines, coordination with regulatory bodies) c) Work plan, scheduling and realism of timelines linked to project phases	15 8 7 **30**	Highest weight on practical, AHP-specific methodology for climate and social impacts
3	Key professional staff qualifications and competence for the assignment	Marks assigned to each of the six mandatory key experts (evaluated from CVs – Form TECH-6B)	**40**	Total 40 Marks distributed as follows:
	• Team Leader (Environmental Scientist ≥12 yrs)	Academic & professional qualifications + registration + relevant experience + leadership in EIA	10	Max 10
	• Ecologist/Biologist	Qualifications + registration + experience in biodiversity assessments	6	Max 6
	• Social Impact Specialist	Qualifications + registration + experience in community consultations	6	Max 6
	• Hydrologist/Water Expert	Qualifications + registration + experience in water resource impacts	6	Max 6
	• Air/Noise Pollution Expert	Qualifications + registration + experience in pollution modeling	6	Max 6
	• GIS/Remote Sensing Specialist	Qualifications + registration + experience in spatial impact analysis	6	Max 6
4	Participation by nationals among key experts	% of total proposed key-expert person-months provided by Kenyan registered professionals	**5**	100% Kenyan = 5 90–99% = 4 80–89% = 3 70–79% = 2 <70% = 0
5	Transfer of knowledge (training) programme	a) Detailed training plan (e.g., workshops on EIA processes for county staff) b) Proposed capacity building for SDHUD on environmental safeguards	5 3 **8**	Clear, budgeted, realistic plan required

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS

	Terms of Reference	integration in AHP		score highest
7	Work schedule and planning for deliverables	Clarity, completeness and realism of the bar chart/work plan showing sequence and timing of key activities (e.g. field studies, reports, approvals)	4	Fully aligned with NEMA timelines = 4 mks

Total Technical Score → 100 Marks Minimum qualifying technical score → 70 Marks

4. Lot 4 - Topographical Surveying Services

Optional Service: Topographical Surveying Services for Affordable Housing Projects

The criteria, sub-criteria, and point system for the evaluation of the Lot 4 - Topographical Surveying Services Proposals is as follows:

Item	Criterion	Sub-Criteria	Maximum Marks	Scoring Guide / Evidence Required
1	Specific experience of the consultant relevant to the assignment	a) Number and value of similar topographical survey assignments for housing/urban projects completed in the last 10 years. b) Experience in surveys for Government of Kenya or public-sector infrastructure. c) Experience in multi-disciplinary consortia for site data integration	5 **10** 3 2	≥6 relevant projects = 5 mks 3–5 projects = 3 mks 1–2 projects = 1 pt 0 = 0 mks (Form TECH-2A/B + completion certificates required)
2	Adequacy of the proposed methodology and work plan in responding to the Terms of Reference	a) Understanding of the assignment and clarity of technical approach & methodology (including field surveys, GPS/GIS integration, accuracy standards, and AHP site specifics). b) Organization and staffing plan (organogram, reporting lines, equipment deployment) c) Work plan, scheduling and realism of timelines linked to project phases	15 **30** 8 7	Highest weight on practical, AHP-specific methodology for accurate terrain data
3	Key professional staff qualifications and competence for the assignment	Marks assigned to each of the six mandatory key experts (evaluated from CVs – Form TECH-6B)	**40**	Total 40 Marks distributed as follows:
	• Team Leader (Licensed Surveyor >12 yrs)	Academic & professional qualifications + registration + relevant experience + leadership	10	Max 10

		experience in digital mapping		
	• Field Surveyor	Qualifications + registration + experience in topographic fieldwork	6	Max 6
	• Cartographer	Qualifications + registration + experience in contour and DEM production	6	Max 6
	• Data Analyst	Qualifications + registration + experience in survey data processing	6	Max 6
	• Assistant Surveyor	Qualifications + registration + experience in boundary demarcation	6	Max 6
4	Participation by nationals among key experts	% of total proposed key-expert person-months provided by Kenyan registered professionals	**5**	100% Kenyan = 5 90–99% = 4 80–89% = 3 70–79% = 2 <70% = 0
5	Transfer of knowledge (training) programme	a) Detailed training plan (e.g., on survey tools for county staff). b) Proposed capacity building for SDHUD on topographic data use	5 **8** 3	Clear, budgeted, realistic plan required
6	Comments and suggestions on the Terms of Reference	Constructive and feasible suggestions to improve survey accuracy for AHP	**3**	Innovative but practical ideas score highest
7	Work schedule and planning for deliverables	Clarity, completeness and realism of the bar chart/work plan showing sequence and timing of key activities (e.g., fieldwork, data	**4**	Fully aligned with AHP site preparation timelines = 4

Total Technical Score → 100 Marks Minimum qualifying technical score → 70 Marks

5. Lot 5 - Geotechnical Investigation Services

Optional Service: Geotechnical Investigation Services for Affordable Housing Projects

The criteria, sub-criteria, and point system for the evaluation of the Lot 5 - Geotechnical Investigation Services Proposals is as follows:

Item	Criterion	Sub-Criteria	Maximum Marks	Scoring Guide / Evidence Required
1	Specific experience of the consultant relevant to the assignment	a) Number and value of similar geotechnical investigations for housing/multi-storey projects completed in the last 10 years b) Experience in investigations for Government of Kenya or public sector projects c) Experience in multi-	5 **10** 3 2	≥6 relevant projects = 5mks 3–5 projects = 3 mks 1–2 projects = 1 pt 0 = 0 mks (Form TECH-2A/B + completion certificates

				required)
2	Adequacy of the proposed methodology and work plan in responding to the Terms of Reference	a) Understanding of the assignment and clarity of technical approach & methodology (including drilling, lab testing, seismic analysis, and AHP foundation recommendations) b) Organization and staffing plan (organogram, reporting lines, lab coordination) c) Work plan, scheduling and realism of timelines linked to project phases	15 8 7 **30**	Highest weight on practical, AHP-specific methodology for soil stability
3	Key professional staff qualifications and competence for the assignment	Marks assigned to each of the six mandatory key experts (evaluated from CVs – Form TECH-6B)	**40**	Total 40 Marks distributed as follows:
	• Team Leader (Geotechnical Engineer ≥12 yrs)	Academic & professional qualifications + registration + relevant experience + leadership in investigations	10	Max 10
	• Soil Scientist	Qualifications + registration + experience in soil classification	6	Max 6
	• Drilling Supervisor	Qualifications + registration + experience in borehole operations	6	Max 6
	• Lab Technician	Qualifications + registration + experience in geotech testing	6	Max 6
	• Structural Geologist	Qualifications + registration + experience in stability analysis	6	Max 6
	• Data Interpreter	Qualifications + registration + experience in report compilation	6	Max 6
4	Participation by nationals among key experts	% of total proposed key-expert person-months provided by Kenyan registered professionals	**5**	100% Kenyan = 5 90–99% = 4 80–89% = 3 70–79% = 2 <70% = 0
5	Transfer of knowledge (training) programme	a) Detailed training plan (e.g., on geotech methods for county staff) b) Proposed capacity building for SDHUD on foundation design	5 3 **8**	Clear, budgeted, realistic plan required
6	Comments and suggestions on the Terms of Reference	Constructive and feasible suggestions to improve geotech integration in AHP	**3**	Innovative but practical ideas score highest
7	Work schedule and planning for deliverables	Clarity, completeness and realism of the bar chart/work plan showing sequence and timing of key activities (e.g., drilling, testing, reporting)	**4**	Fully aligned with AHP construction timelines = 4 mks
	Total Technical Score → 100 Marks Minimum qualifying technical score → 70			

Reference to ITC Clause	**PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS**

Marks

6. Lot 6 - Health and Safety Control Consultancy Services

Optional Service: Health and Safety Control Consultancy Services for Affordable Housing Projects

The criteria, sub-criteria, and point system for the evaluation of the Lot 6 - Health and Safety Control Consultancy Services Proposals is as follows:

Item	Criterion	Sub-Criteria	Maximum Marks	Scoring Guide / Evidence Required
1	Specific experience of the consultant relevant to the assignment	a) Number and value of similar H&S control assignments for construction/housing projects completed in the last 10 years b) Experience in H&S for Government of Kenya or public-sector programs (e.g., under DOSHS) c) Experience in multi-disciplinary consortia for safety management	5 3 2 **10**	≥6 relevant projects = 5 mks 3–5 projects = 3 mks 1–2 projects = 1 pt 0 = 0 mks (Form TECH-2A/B + completion certificates required)
2	Adequacy of the proposed methodology and work plan in responding to the Terms of Reference	a) Understanding of the assignment and clarity of technical approach & methodology (including risk assessments, safety protocols, training, and AHP site specifics) b) Organization and staffing plan (organogram, reporting lines, audit coordination). c) Work plan, scheduling and realism of timelines linked to project phases	15 8 7 **30**	Highest weight on practical, AHP-specific methodology for construction safety
3	Key professional staff qualifications and competence for the assignment	Marks assigned to each of the six mandatory key experts (evaluated from CVs – Form TECH-6B)	**40**	Total 40 Marks distributed as follows:
	• Team Leader (H&S Expert ≥12 yrs)	Academic & professional qualifications + registration + relevant experience + leadership in H&S	10	Max 10
	• Risk Assessor	Qualifications + registration + experience in hazard identification	6	Max 6
	• Safety Auditor	Qualifications + registration + experience in site inspections	6	Max 6
	• Training Specialist	Qualifications + registration + experience in H&S workshops	6	Max 6
	• Medical/Health Expert	Qualifications + registration + experience in occupational	6	Max 6

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS

		experience in response plans		
4	Participation by nationals among key experts	% of total proposed key-expert person-months provided by Kenyan registered professionals	**5**	100% Kenyan = 5 90–99% = 4 80–89% = 3 70–79% = 2 <70% = 0
5	Transfer of knowledge (training) programme	a) Detailed H&S training plan (e.g., for contractors and workers) b) Proposed capacity building for SDHUD on safety standards	5 **8** 3	Clear, budgeted, realistic plan required
6	Comments and suggestions on the Terms of Reference	Constructive and feasible suggestions to improve H&S in AHP	**3**	Innovative but practical ideas score highest
7	Work schedule and planning for deliverables	Clarity, completeness and realism of the bar chart/work plan showing sequence and timing of key activities (e.g.,	**4**	Fully aligned with AHP construction phases = 4 mks

Total Technical Score → 100 Marks Minimum qualifying technical score → 70 Marks

This RFP is structured as multiple Lots. Lot 1 (Project and Construction Management) is mandatory. Lots 2-6 are optional. Consultants must qualify on Lot 1 to be considered for optional Lots 2-6.

Consultants qualifying on any of Lot 2 to 6 must score a minimum 70% marks on technical evaluation. Each lot evaluated independently. Empanelment qualified Lots will be based on the terms of the Framework agreement for 3 years.

23.4	An online option of the opening of the Financial Proposals is offered: **Not Applicable (N/A) with this submission**
25.2	For the evaluation, the Procuring Entity will include separate items of: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by experts. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized using the itemized list and included in the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Procuring Entity on behalf of the Consultant.
26.1	The single currency for the conversion of all prices expressed in various currencies into a single one is: **Kenya Shillings** The official source of the selling exchange rate is: Central Bank of Kenya The date of the exchange rate is: the **deadline for submission of the Technical and Financial proposals.**
29.1 (QCBS only)	CONSULTANTS QUALIFICATION SELECTION PPAD Act 124: 6(c)

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
31	The Standstill Period shall be: **14 days** The procedures for making a procurement related complaint are detailed in the Public Procurement and Asset Disposal Act, 2015 and Regulations, 2020. If a Consultant wishes to make a procurement related complaint or appeal, the Consultant shall submit its complaint to the Public Procurement Administrative Review Board.
D. Negotiations and Award	
32.1	Expected date and address for contract negotiations: **To Be Determined (TBD)** Date: To be communicated to the technically qualified bidders Address: **The Principal Secretary,** State Department for Housing and Urban Development Ardhi House 6th Floor, Boardroom Wing B Nairobi, Kenya
35.2	Expected date for the commencement of the Services: Date: ***Upon contract signing***
36.1	The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as follows: The publication will be done within 14 days after the contract signing
37.1	The procedures for making a Procurement-related Complaints are detailed in the "Regulations" available from the PPRA Website **www.ppra.go.ke** or email **complaints@ppra.go.ke**. If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to: **The Secretary,** Public Procurement Administrative Review Board, The Public Procurement Oversight Authority, 10th Floor, National Bank House, P.O. Box 58583-00200, NAIROBI, Kenya. Tel: +254 (0) 20 3244000 Email: **info@ppra.go.ke** **Website: www.ppoa.go.ke** In summary, a Procurement-related Complaint may challenge any of the following: (i) the terms of the Tender Documents; and (ii) the Procuring Entity's decision to award the contract.

SECTION 3. TECHNICAL PROPOSAL – STANDARD FORMS

1. FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: *[Name and address of Procuring Entity]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your RFP dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal in association/as a consortium/as a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: "of our letter of intent to form a joint venture" or, if a JV is already formed, "of the JV agreement"} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

OR

{If the Consultant's Proposal includes Sub-consultants, insert the following:} We are submitting our Proposal with the following firms as Sub-consultants: *{insert a list with full name and address of each Sub-consultant.}*

We hereby declare that:

a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Procuring Entity or may be sanctioned by the PPRA.

b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.

c) We have no conflict of interest in accordance with ITC 3.

d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Government's policy in regard to corrupt, fraudulent and prohibited practices as per ITC5.

e) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, as well as laws against anti-competitive practices, including bid rigging in force in Kenya; we hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption or anti-competitive practices.

f) We confirm that we are not insolvent, in receivership, bankrupt or on the process of being wound up.

g) The Consultant shall declare in the Technical Proposal Submission Form, that in competing for and executing a contract, it shall undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against anti-competitive practices including bid-rigging.

(h) We are not guilty of any serious violation of fair employment laws and practices. We undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against collusive and anti-competitive practices, including bid rigging. To this

effect we have signed the "Certificate of Independent Proposal Determination" attached below. We also undertake to adhere by the Code of Ethics for persons participating in Public Procurement and Asset Disposal Activities in Kenya, copy available from(*specify website*) during the procurement process and the execution of any resulting contract.

(I) We, along with any of our sub-consultants are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA.

(e) Except as stated in the ITC12 and Data Sheet, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause12 andITCClause29.3 and 29.4 may lead to the termination of Contract negotiations.

(j) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

(k) We understand that the Procuring Entity is not bound to accept any Proposal that it receives.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 32.2 of the Data Sheet.

We remain,

Yours

sincerely,

Authorized Signature *{In full and initials}:* Name and Title of Signatory:
Name of Consultant *(company's name or JV's name):*
Contact information *(phone and e-mail):*

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

2. **CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION**

I, the undersigned, in submitting the accompanying TECHNICAL PROPOSAL SUBMISSION FORM to the_____*[Name of Procuring Entity]*for:_____*[Name and number of tender]* in response to the request for tenders made by:_____*[Name of Tenderer]* do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of_____*[Name of Tenderer] that*:

1. I have read and I understand the contents of this Certificate; I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;

4. For the purposes of this Certificate and the Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
   - Has been requested to submit a Tender in response to this request for tenders;
   - could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;

5. The Tenderer discloses that [check one of the following, as applicable]:
   - The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
   - The Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;

6. In particular, without limiting the generality of paragraphs(5)(a) or (5) (b)above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   - prices;
   - methods, factors or formulas used to calculate prices;
   - the intention or decision to submit, or not to submit, a proposal; or
   - the submission of a proposal which does not meet the specifications of the request for proposals; except as specifically disclosed pursuant to paragraph(5)(b) above;

7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this RFP relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph(5)(b) above;

8. The terms of the RFP have not been, and will not be, knowingly disclosed by the Consultant, directly or indirectly, to any competitor, prior to the date and time of the official proposed opening, or of the awarding of the Contract, which ever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph(5)(b) above.

Name_____

Title_____

Date _____

[Name, title and signature of authorized agent of Consultant and Date]

3. APPENDIX TO FORM OF PROPOSAL ON FRAUD AND CORRUPTION CLAUSE (for information)

(Appendix shall not be modified)

Purpose

The government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act *(no. 33 of 2015)* and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

Requirements

The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts ,and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

Kenya's public procurement and asset disposal act *(no.33 of 2015)* under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:

(1) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;

(2) A person referred to under sub section (1) who contravenes the provisions of that sub-section commits an offence;

(3) Without limiting the generality of the subsection (1) and (2), the person shall be: -
   a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
   b) if a contract has already been entered into with the person, the contract shall be avoidable;

(4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;

(5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement—
   i) Shall not take part in the procurement proceedings;
   ii) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
   iii) Shall not be a sub-contractor for the tender to whom was awarded contract, or a member of the group of tenderers to whom the contract was awarded, but the sub-contractor appointed shall meet all the requirements of this Act.

(6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;

(7) If a person contravenes sub section (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another

person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer.

(8) Incompliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:

a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:

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

ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly

Or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

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

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

v) “obstructive practice” is:

i) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

ii) Acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. below.

b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:

"Fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.

c) Rejects a proposal or award[1] of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority (ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;

e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers),Consultants, Contractors, and Suppliers and their Sub-contractors, Sub- consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority

appointed by Government of Kenya to inspect[2] all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and

f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a "Self-Declaration Form" as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

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[1] *For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in*
A consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and(ii) entering into an addendum or amendment introducing a material modification to any existing contract.

[2] *Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies there of as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.*

3. FORM TECH-2: CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

Provide here a brief description of the background and organization of your company, and-in case of a joint venture-of each member for this assignment.

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last [.....] years.

2. List only those assignments for which the Consultant was legally contracted by the Procuring Entity as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their Curriculum Vitae (CV).

3. The Consultant shall substantiate their claimed experience by presenting copies of relevant documents such as the form of contract (not the whole contract), purchase order, service order, performance certificate, etc.; which shall be included in the proposal as part of *Form Tech 7 Mandatory Documentary Evidence*.

Assignment name:	**Approx. value of the contract [KES, US$ etc.]:**
Country:	Duration of assignment (months):
Name of Procuring Entity:	Total Nº of staff-months of the assignment:
Contact Address: Email:	Approx. value of the services provided by your firm under the contract:
Start date (month/year): Completion date:	Nº of professional staff-months provided by associated Consultants:
Role on Assignment: *(E.g. Lead Member in ABC JV, or Sole Consultant)*:	Name of senior professional staff of your firm involved and functions performed:
Narrative description of Assignment:	
Description of actual services provided by your staff within the assignment:	
Name of Consulting Firm:	Name and Title of Signatory:

4. FORMTECH-3: COMMENTS AND SUGGESTIONS

Form TECH-3: The Consultant to provide comments and suggestions on the Terms of Reference, counterpart staff and facilities to be provided by the Procuring Entity that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Procuring Entity, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{Include comments on counterpart staff and facilities to be provided by the Procuring Entity. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

5. FORMTECH-4: DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN

Form TECH-4: a description of the approach, methodology and work plan in responding to the terms of reference for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{The structure of your Technical Proposal:

a) Technical Approach and Methodology

b) Work Plan

c) Organization and Staffing}

i) *Technical Approach and Methodology.* *{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TOR sin here.}*

ii) *Work Plan.* {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Entity), and tentative delivery dates of their ports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s)should be included here. The work plan should be consistent with the Work Schedule Form.}

iii) *Organization and Staffing.* *{Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}*

5. **FORM TECH-5: WORK SCHEDULE AND PLANNING FOR DELIVERABLES**

N°	Deliverables [1] (D-..)	Months											
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL
D-1	{e.g., Deliverable #1: Report A												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	5)												
	6) delivery of final report to Procuring Entity}												
D-2	{e.g., Deliverable #2:……}												
N													

1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Procuring Entity's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.

Name_____

Title_____

Date _____

[Name, title and signature of authorized agent of Consultant and Date]

6. **FORMTECH- 6A: TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS**

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)		
		Position		D-1	D-2	D-3	.....	D-...				Home	Field	Total
KEY EXPERTS														
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[*Home]*	[2 month]	[1.0]	[1.0]								
			[*Field*]	[0.5 m]	[2.5]	[0]								
K-2														
K-3														
N														
								Subtotal						
NON-KEY EXPERTS														
N-1			[*Home*]											
			[*Field*]											
N-2														
N														
								Subtotal						
								Total						

1. For Key Experts, the input should be indicated individually for the same positions as required under the ITC Data Sheet 21.2
2. Months are counted from the start of the assignment/mobilization. One (1) month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
3"Home" means work in the office in the expert's country of residence. "Field" work means work carried out in Kenya, or outside the normal residence of the Expert in Kenya or any other country outside the expert's country of residence.

Full time input Part time input

7. **FORM TECH-6B: CURRICULUM VITAE (CV)**

Position Title and No.	*{e.g., K-1, Team Leader}*
Name of Expert:	*{Insert full name}*
Date of Birth:	*{day/month/year}*
Country of Citizenship	

***Education**: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}*

Employment record relevant to the assignment: *{Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous Procuring Entity's and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}*

Period	**Employing organization and your title/position. Contact Infor for references**	**Country**	**Summary of activities performed relevant to the Assignment**
[e.g., May 2011-present]	[e.g., Ministry of ……, advisor/consultant to… For references: Tel ……/e-mail……; Mr. Bbbbbb, deputy manager]		

Membership in Professional Associations and Publications:_____

Language Skills (indicate only languages in which you can work):_____

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	**Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks**
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)	

Expert's contact information :(e-mail……..……..……

phone……)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Procuring Entity, and/or sanctions by the PPRA.

Name of Expert_____Signature_____Date_____
{day / month/year}

Name of authorized _____Signature._____Date_____

Representative of the Consultant (the same who signs the Proposal)

[the CVs shall be attached for all key experts and their assistants]

8. FORMTECH-7: MANDATORY SUPPORT DOCUMENTS

[The Consultant shall use this form to submit all the required support documentary evidence as required in the RFP, especially the mandatory and eligibility criteria specified in the Data Sheet ITC 21.1]

a) Certificate of Incorporation/Certificate of Registration

{Insert here a copy of certificate of incorporation or registration}

b) Tax Compliance Certificate

{Consultant to insert a copy of the tax compliance certificate from Kenya Revenue Authority or similar body in the case of foreign consulting firms}

c) Practice License or Certificate for the Firm

{If required, Consultant to insert a copy of the firm's practice license or registration certificate issued by the professional body specified under Data Sheet ITC 21.1}

d) Similar Consulting Assignments Experience

{Consultant to insert here copies of the form of contract, purchase order, service order, and performance certificate or similar evidence of similar assignments carried out by the firm. The assignments shall be the same as those provided under FORM TECH 2B}

e) Academic Certificates

{Consultant to insert copies of the required relevant academic certificates relevant to the assignment for all the key experts}

f) Professional Certificates

{Consultant to insert copies of professional certificates and relevant short-term trainings to demonstrate professional qualifications for all the key experts}

g) Professional Membership of Key Experts

{If applicable, Consultant to insert copies of professional membership certificate for its key experts}

h) Certificate of Independent Proposal Determination

(The Form is available on Tech FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM).

9. **FORM TECH - 8: <u>SELF-DECLARATION FORMS</u>**

FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I, **……**., of Post Office Box ……being a resident of **……**.. in the Republic of……do hereby make a statement as follows: -

1. THAT I am the Company Secretary/Chief Executive/Managing Director/Principal Officer/Director of **…**…… (Insert name of the Company) who is a Bidder in respect of **Tender No. ……** for**……** (Insert tender title/description) for**…**……*(Insert name of the Procuring entity)* and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to here in above is true to the best of my knowledge, information and belief.

………(Title)
(Signature) (Date)

Bidder Official Stamp

10. **FORM SD2**

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I,……of P. O. Box……being a resident of ……. in the Republic of…… do hereby make a statement as follows: -

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of……... …*(insert name of the Company)* who is a Bidder in respect of **Tender No. ……**..... for……*(insert tender title/description)* for **……**..... *(insert name of the Procuring entity)* and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/ or agents of… ……*(insert name of the Procuring entity)* which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of…… *(name of the procuring entity)*.

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender.

5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

…….(Title)
(Signature) (Date)

Bidder Official Stamp

11. DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I……(person) on behalf of ***(Name of the Business/ Company/Firm***) …… declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act,2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal Activities in Kenya and my responsibilities under the Code.

I do here by commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory.....

Sign……..

Position……..

Office address…… Telephone… …… E-mail ……..

Name of the Firm/Company…….....

Date……..

(Company Seal/ Rubber Stamp where applicable)

Witness

Name ……..

Sign……..

Date……

12. TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instruction to Tenderer

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV*. Tenderer is further reminded that it is an offence to give false information on this Form.

a) Tenderer's details

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
6	Current Trade License Registration Number and Expiring date	
7	Name, country and full address (*postal and physical addresses, email, and telephone number*) of Registering Body/Agency	
8	Description of Nature of Business	
9	Maximum value of business which the Tenderer handles.	
10	State if Tenders Company is listed in stock exchange, give name and full address (*postal and physical addresses, email, and telephone number*) of state which stock exchange	

General and Specific Details

a) Sole Proprietor, provide the following details.

Name in full_____Age_____

Nationality_____Country of Origin_____

Citizenship _____

b) Partnership, provide the following details

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

c) Registered Company, provide the following details.

i) Private or public Company _____

ii) State the nominal and issued capital of the Company: -

Nominal Kenya Shillings (Equivalent)_____

Issued Kenya Shillings (Equivalent)_____

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

d) DISCLOSURE OF INTEREST-Interest of the Firm in the Procuring Entity.

i) Are there any person/persons in.....(*Name of Procuring Entity)* who has/have an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

	Names of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer
1			
2			
3			

e) Conflict of interest disclosure

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
	participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the such Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.		

f) Certification

Name of Authorized signatory.....
.....

Sign.....
.....

Position.....
.....

Office address..... Telephone.....E-

mail .....

Name of the Firm/Company.....

Date.....

FORM TECH - 9: TENDER-SECURING DECLARATION FORM {r 46 and 155(2)}

[The Bidder shall complete this Form in accordance with the instructions indicated]

Date:……*[insert date (as day, month and year)* of Tender Submission]

Tender No.…… *[insert number of tendering process]*

To:……[insert complete name of Purchaser]

I/We, the undersigned, declare that:

1. I / We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.

2. I /We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser or the period of time of[insert number of months or years] starting on[insert date],if we are in breach of our obligation (s)under the bid conditions, because we–(a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity,(i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.

3. I / We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer (s), upon the earlier of:
   a) Our receipt of a copy of your notification of the name of the successful Tenderer; or
   b) Thirty days after the expiration of our Tender.

4. I/We understand that if I am /we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: ……Capacity /

title (director or partner or sole proprietor, etc.) **…….**

Name: **……**

Duly authorized to sign the bid for and on behalf of:……*[insert*

complete name of Tenderer] Dated on **……** day of……*[Insert date of*

signing]

Seal or stamp

13. **SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS**

Not Applicable (N/A) with this submission

{Notes to Consultant shown in brackets {.….} provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission Form FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration FIN-4 Reimbursable expenses

14. **FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM**

Not Applicable (N/A) with this submission

.....{Location, Date}
To:.....[Name and address of Procuring Entity]

Dear Sirs:

We, the undersigned, offer.. to provide the consulting services for. .....[*Insert title of assignment*]
in accordance with your Request for Proposal dated. .....*[Insert Date]* and our Technical Proposal.

Our attached Financial Proposal is for the amount of..... {*Indicate the corresponding to the amount currency*} {*Insert amounts in words and figures*}, including of all taxes in accordance with ITC24.2 in the Data Sheet. The estimated amount of local taxes is.....{*Insert currency*} {*Insert amount in words and figures*}. {*Please note that all amounts shall be the same as in Form FIN-2}.*

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the ITC12.1 Datasheet.

We understand that the contract may be duplicated by a further _____ number of assignments within the Republic of Kenya, subject to negotiations on any additional costs that may be incurred as a result of performing the assignment in different locations

We commit to provide to the procuring entity the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address, Amount and Purpose of Commission of Agents, Currency or Gratuity

{If no payments are made or promised, add the following statement: "No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution."}

We understand you are not bound to accept any
Proposal you receive. We remain,
Yours sincerely,

Signature. .....*(of Consultant's authorized representative) {In full and initials}*:
Full name:.....*{insert full name of authorized representative}*
Title:.....*{insert title/ position of authorized representative}*
Name of Consultant. .....*(company's name or JV's name):*
Capacity:.....*{insert the person's capacity to sign for the Consultant}* Physical
Address: .....*{insert the authorized representative's address}*
Phone: .....*{insert the authorized representative's phone and fax number, if*

applicable} Email……*{insert the authorized representative's email address}*

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

15. **FORM FIN-2: SUMMARY OF COSTS Not Applicable (N/A) with this submission**

Item	Cost			
	{Consultant must state the proposed Costs in accordance with ITC 16.4 of the Data Sheet; delete columns which are			
	{*Insert Foreign Currency # 1*}	{*Insert Foreign Currency # 2,*	{*Insert Foreign Currency # 3,*	{*Insert Local Currency, if*
Cost of the Financial Proposal				
Including:				
(1) Remuneration				
(2) Reimbursables				
Subtotal [Remuneration + Reimbursables]				
Taxes:				
{insert type of tax· e.g., VAT or sales tax}				
{e.g., withholding tax on experts' remuneration}				
{*insert type of tax*}				
Total Taxes				
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}				

16. **FORM FIN-3A: BREAKDOWN OF REMUNERATION Not Applicable (N/A) with this submission**

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Procuring Entity. This Form shall not be used as a basis for payments under Lump-Sum contracts.

A. Remuneration ___								
No	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (From TECH-6)	{*Currency # 1- as in FIN-2*}	{*Currency # 2- as in FIN-2*}	{*Currency# 3- as in FIN-2*}	{*Local Currency- as in FIN-2*}
	Key Experts							
K-1			[*Home*]					
			[*Field*]					
K-2								
	Non-Key							
N-1			[*Home*]					
N-2			[*Field*]					
				Total Costs				

17. **FORM FIN 3B: CONSULTANT'S REPRESENTATIONS REGARDING COSTS AND CHARGES Not Applicable (N/A) with this submission**

{This Form FIN 3B shall be used for Time-Based contracts only. If Lumpsum Contract is used, the Procuring Entity shall delete the FORMFIN-3B, FORM FIN-3C and FORM FIN-3D from the RFP before issuance to Consultants}

Consultant:..... *Country:*
Assignment:..... *Date:*

We hereby confirm that:

a) The basic fees indicated in the attached table are taken from the firm's pay roll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;

b) attached are true copies of the latest pay slips of the Experts listed;

c) theaway-from-homeofficeallowancesindicatedbelowarethosethattheConsultanthasagreedtopayforthis assignment to the Experts listed;

d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and

e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

.....
.....*[Name of Consultant]*

Signature of Authorized Representative

Name: .....

.....

Title: .....
.....

Date: .....
.....

18. **FORM 3C: FORM FOR CONSULTANT'S REPRESENTATIONS REGARDING COSTS AND CHARGES**

{This Form FIN 3C shall be used for Time-Based contracts only}

(Expressed in {insert name of currency*})

Not Applicable (N/A) with this submission

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Charges[1]	Over head[1]	Subtotal	Profit[2]	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day /Hour[1]
Home Office									
Procuring Entity's									

{* If more than one currency is used, use additional table(s), one for each currency}

1. Expressed as percentage of 1
2. Expressed as percentage of 4

19. **FORM FIN 3D: BREAKDOWN OF REMUNERATION RATES [FOR TIME BASED CONTRACTS ONLY] Not Applicable (N/A) with this submission**

1. Review of Remuneration Rates

1.1 The remuneration rates are made up of salary or abase fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. Form FIN3 C can be used to provide a breakdown of rates.

1.2 The Form FIN 3C shall be completed and attached to the Financial Form-3. As agreed at the negotiations, breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.

1.3 At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Procuring Entity is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.

2 Rate details are discussed below:

(i) *Salary* is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus, except where these are included by law or government regulations.

(ii) *Bonuses* are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.

(iii) *Social Charges* are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.

(iv) *Cost of Leave* The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

Leave cost as percentage of salary = $\frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}$

Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

Please note that leave can be considered as a social cost only if the Procuring Entity is not charged for the leave taken.

(v) *Overheads* are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years over heads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary.

The Procuring Entity does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.

(vi) *Profit* is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.

(vii) *Away from Home Office Allowance or Premium or Subsistence Allowances* Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw over heads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

20. FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Procuring Entity. This form shall not be used as a basis for payments under Lump-Sum contracts. This form shall be filled for Time-Based Contracts to form the basis of contract negotiations.

Not Applicable (N/A) with this submission

B. Reimbursable Expenses								
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
	{e.g., Per diem allowances**}	{Day}						
	{e.g., International flights}	{Ticket}						
	{e.g., In/out airport transportation}	{Trip}						
	{e.g., Communication costs between Insert place and Insert place}							
	{e.g., reproduction of reports}							
	{e.g., Office rent}							
	.....							
	{Training of the Procuring Entity's personnel – if required in TOR}							
Total Costs								

Legend*:*
"Per diem allowance" is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Procuring Entity can set up a ceiling.

SECTION 5: TERMS OF REFERENCE

PROVISION OF CONSULTANCY SERVICES FOR PROJECT MANAGEMENT AND CONSTRUCTION MANAGEMENT AND OPTIONAL ADDITIONAL SERVICES FOR THE AFFORDABLE HOUSING PROGRAMME FOR THE STATE DEPARTMENT FOR HOUSING AND URBAN DEVELOPMENTUNDER FRAMEWORK AGREEMENT

The Government of Kenya has a goal to deliver housing for its citizens and to bridge the annual gap of 200,000 homes by activating projects across the nation with an ambition to move from 30,000 mortgages to 1,000,000 mortgages.

The Government has established Affordable Housing Programme (AHP) as a framework to achieve this goal and stimulate the economy through job creation, promoting local production of materials. The SDHUD has also published the Development Framework Guidelines to guide and provide standards for AHP, which include designing principles as well standardization of a schedule of building items.

The State Department for Housing and Urban Development (SDHUD) is establishing a 36-month Framework Agreement divided into Six (6) Lots to enable rapid call-off of specialized consultancy services for the Affordable Housing Programme (AHP) nationwide. Consultants may be awarded one or more Lots.

These Terms of Reference shall be applied in reference to the Framework for Engagement of Consultants for Affordable Housing Program, which outlines the schedule of fees and conduct ethos.

A. TASKS & DELIVERABLES

This is a multi-lot Framework Agreement tender comprising six (6) Lots; -

a) Lot 1 – Project & Construction Management Consultancy is MANDATORY. A Consultant will NOT be evaluated for any of Lots 2–6 unless it achieves the minimum technical score of 70/100 marks in Lot 1.

b) Lots 2–6 are optional additional services. Consultants may bid for any combination of these Lots.

c) Each Lot shall be evaluated independently using the Quality-Based Selection (QBS) method.

d) Successful Consultants in each Lot will be invited to sign a Framework Agreement and will be placed on the respective Lot Panel for a period of three (3) years (2025–2028).

e) Call-off contracts under each Lot will be awarded through Task Orders among panel members as per the Framework Agreement rules.

f) A single Tender-Securing Declaration (Form TECH-9) and one Power of Attorney shall cover all Lots bid.

Lot	Service Description	Mandatory / Optional
1	Project & Construction Management Consultancy	Mandatory
2	Masterplanning & Urban Design Consultancy	Optional
3	Environmental & Social Impact Assessment (EIA/ESIA)	Optional
4	Topographical & Land Survey Services	Optional
5	Geotechnical & Soil Investigation Services	Optional
6	Health, Safety & Environment (HSE) Control Consultancy	Optional

Lot 1 : Project & Construction Management Consultancy Services

The main task for the consultancy, onboarded as a consortium comprising an Architect, Quantity Surveyor, Structural/Civil Engineer, Electrical Engineer, Mechanical Engineer, under Lot 1, is to provide professional design, project management, and construction supervision services for the Affordable Housing Program. Each professional shall offer their expertise in the following tasks:

(i) **Project Brief and Visioning**:

Engage with the client (through the Director Design and Contracting, copied to the Housing Secretary) to understand the project brief and vision, providing expert advice on design options, cost implications, and sustainable practices to optimize project outcomes and align with AHP objectives.

(ii) **Site Analysis and Investigations**:

- Conduct comprehensive site analysis, encompassing land size, orientation, topography, infrastructure services, population, and environmental factors influencing the project.
- Advise the client on necessary investigations (e.g., geotechnical, hydrological, topographical, traffic, and environmental impact assessments) required before design or construction phases, ensuring robust data to inform project planning.
- Supervise and coordinate site investigations including but not limited to geotechnical, hydrological, topographical, traffic, and environmental impact assessments carried out by the appointed specialist as per their respective Terms of Reference.
- Conduct feasibility studies whenever requested by the Procuring Entity.

(iii) **Regulatory Compliance and Stakeholder Engagement**:

- Communicate, advise, and report to the client on project deviations from planning regulations, zoning regulations, building codes, the Environmental Management and Coordination Act (EMCA), 1999, and other statutory requirements relevant to the project location.
- Liaise with statutory authorities (e.g., NEMA, County Government offices) and stakeholders (e.g., community representatives) on project development matters, coordinating with the client's representative for meetings and site visits to ensure compliance and social acceptance.
- Facilitate periodic community consultations to address stakeholder concerns and enhance project sustainability.

(iv) **Design Development and Tender Document Preparation**:

- Prepare and adopt design concepts, model designs, project site plans, and massing for client discussion and approval, ensuring optimal land use and compliance with the Development Framework Guidelines.
- Develop site-specific preliminary, schematic, and detailed architectural, structural/civil, mechanical, and electrical designs, incorporating sustainable and cost-effective solutions.
- Prepare priced and unpriced bills of quantities, complete bid documents, and associated tender documents, ensuring accuracy and timely availability for the tendering process.
- Review and amend designs prepared by other Design Consultants to ensure adequacy and accuracy for successful project completion.
- Participate in bid evaluation and competitive negotiations when invited by the client, ensuring alignment with project objectives.

(v) **Consultant Coordination and Work Plans**:

- Liaise with the client and all consultants to develop work plans, ensuring timely production of design deliverables and alignment with the project schedule.

(vi) **Regulatory Submissions**:

- Prepare and submit drawings, environmental reports, and other necessary documents to relevant statutory authorities for approval, ensuring compliance with local regulations and timely processing.

(vii) **Pre-Construction Review and Handover**:

- Hand over the site to the Main Contractor, provide contract documentation, issue the overall project coordination framework, and approve the Main Contractor's program of works.
- Review and amend designs to ensure compliance with the Development Framework Guidelines and applicable laws before construction begins.

(viii) **On-Site Supervision and Quality Control**:

- Supervise and approve works undertaken by the Main Contractor and Sub-Contractors, issuing construction drawings and instructions as required.
- Convene and preside over site meetings and inspections at least monthly, with intermediate inspections within the same month, to monitor progress, quality, safety, and environmental compliance.
- Retain a Registered Professional Resident Engineer on site for projects whose contract sum is Kshs. 700M or above. The Resident Engineer shall be based permanently on site. For projects below Kshs. 700M, one Resident Engineer shall be permitted to supervise multiple small projects of up to a maximum cumulative contract sums of Kshs 1.5B in the same locality. The retained Resident Engineer shall be a reimbursable cost paid by the Procuring Entity under the payment schedules.
- Conduct quality assurance tests (minimum 10% sample size, adjustable by up to 10%) to verify compliance with specifications, requiring remedial works as needed.

(ix) **Financial Management and Cost Control**:

- Value work done upon Contractor payment applications and issue Payment Certificates, ensuring comprehensive supporting documentation for disbursements to the Regional Technical Team.
- Conduct re-measurement of works with the Regional Technical Team, Contractor, and Clerk of Works.
- Undertake periodic project appraisals, report on variations, and employ value engineering to maintain costs within the Contract Sum.
- Prepare quarterly financial appraisals advising on projected final project costs and outstanding commitments.

- Prepare cash flow projections based on the project program.
- Obtain client approval through the Director Design and Contracting for expending Provisional or Prime Cost Sums or issuing variations submitted by the Contractor.
- Facilitate access to Project Provisions and Contract Expense items managed by the Regional Technical Team.

(x) **Reporting and Communication**:

- Prepare and submit monthly project progress reports to the client, detailing status, progress, quality, safety, and environmental compliance, channeled through the Director Design and Contracting, copied to the Housing Secretary.
- Review and advise on extensions of time or other claims by the Main Contractor, ensuring fairness and compliance with contract terms.
- Maintain a comprehensive project file, including all drawings, documents, and correspondence, retaining at least one copy in safe custody.

(xi) **Documentation Handover**:

- Package and hand over all project drawings, site analysis reports, bidding documents, exclusion reports, pre-contract correspondence, as-built drawings, design project reports, user manuals, warranties, and user specifications for installed equipment to the client upon completion.
- Ensure all documentation is submitted in both digital and hard copy formats, with at least two copies in a durable medium (e.g., microfilm).

(xii) **Statutory Certifications**:

- Apply for Occupational Certificates from respective County Government offices upon project completion, ensuring compliance with all relevant regulations.

(xiii) **Skill Transfer**:

- Offer skill transfer opportunities through attachments and internships for client staff or local professionals to build capacity, focusing on design, supervision, and contract management skills.

(xiv) **Other Duties**:

- Perform additional roles as assigned by the client, ensuring alignment with project objectives and the AHP Framework.

B. ROLE AND FUNCTIONS OF THE CONSULTANT

The Consultant shall:

- Discharge duties impartially, efficiently, and in accordance with the highest standards of professional integrity and Good Industry Practice.
- Indemnify the client for all design and supervision risks, subject to the provisions of the Consultancy Contract.
- Ensure all communications and submissions are channeled through the Director Housing, Director Design and Contracting, copied to the Housing Secretary.

C. KEY PERSONNEL

The Consultancy Team for the Affordable Housing Program shall consist of the following key personnel (as submitted in the RFP under ITC 22. The key experts) each discharging their respective responsibilities in alignment with the Terms of Reference for Project Management and Construction Management Consultants as follows but not limited to:

Position	Responsibilities

Position	Responsibilities
K-1: Lead Consultant / Project Manager (Team Leader)	- Leads the consultancy team, coordinating all design, supervision, and contract administration activities to ensure compliance with the Affordable Housing Program Framework, Public Procurement Laws, Consultancy Contract, and Development Framework Guidelines. - Engages with the client (through the Director Design and Contracting, copied to the Housing Secretary) to understand the project brief and vision, advising on design options, cost implications, and optimal land use to align with program goals. - Oversees comprehensive site analysis, ensuring necessary investigations (e.g., geotechnical, hydrological, topographical, traffic surveys) are conducted and reported to the client. - Coordinates the development and review of design concepts, site plans, massing, and detailed designs (architectural, structural, mechanical, electrical), ensuring adherence to planning regulations, zoning laws, building codes, and the Development Framework Guidelines. - Manages the preparation and submission of bid documents, priced/unpriced bills of quantities, and other tender documents, ensuring timely availability for the tendering process. - Coordinates site handover, contract documentation, and approval of the Main Contractor's program of works. - Supervises monthly site inspections and meetings, ensuring progress, quality, and safety align with the TOR, and prepares monthly progress reports for the client. - Oversees financial management, including quarterly appraisals, cash flow projections, and approval of variations/Provisional Sums, employing value engineering to maintain costs within the Contract Sum. - Facilitates stakeholder engagement, including community consultations, and mediates disputes to achieve amicable resolutions. - Leads skill transfer initiatives through attachments and internships, fostering capacity building for client staff and local professionals. - Ensures all communications are channeled through the Director Design and Contracting, copied to the Housing Secretary, and oversees the issuance of Occupational Certificates. - Indemnifies the client for all design and supervision risks, subject to the provisions of the agreement.

K-2a: Architect	- Develops design concepts, site plans, massing, and detailed architectural drawings, ensuring compliance with the Development Framework Guidelines, planning regulations, zoning laws, and building codes. - Reviews and amends inadequate or inaccurate architectural designs prepared by other Design Consultants to ensure successful project completion. - Prepares and submits architectural drawings and related documents for statutory approvals, coordinating with relevant authorities (e.g., County Government offices, NEMA). - Liaises with statutory authorities and stakeholders on design-related matters, participating in client-coordinated meetings and site visits to ensure social acceptance. - Conducts site inspections to verify construction aligns with approved architectural designs, providing technical comments and suggestions to the Team Leader. - Contributes to tender document preparation, including priced/unpriced bills of quantities, and participates in bid evaluations

Position	Responsibilities
	when invited by the client. - Packages and hands over architectural drawings, site analysis reports, and pre-contract correspondence to the client and supervising consultants. - Mentors interns to facilitate skill transfer, ensuring documentation of design processes for capacity building.
K-2b: Quantity Surveyor (QS)	- Develops priced and unpriced bills of quantities for tender documents, ensuring accuracy and compliance with the Development Framework Guidelines. - Monitors contractual compliance, ensuring the Main Contractor adheres to contract terms regarding payments, milestones, and performance guarantees. - Values work done, conducts re-measurements with the Regional Technical Team, Contractor, and Clerk of Works, and issues Payment Certificates with comprehensive supporting documentation. - Prepares quarterly financial appraisals and cash flow projections, advising on projected final costs and outstanding commitments, employing value engineering to maintain costs within the Contract Sum. - Reviews and advises on extensions of time, variations, or claims, obtaining client approval through the Director Design and Contracting for Provisional/Prime Cost Sums and variations, and provides independent assessments for dispute resolution. - Assists the Team Leader in construction reviews and tender evaluations, ensuring financial alignment with project objectives. - Mentors interns to support skill transfer, documenting financial processes for capacity building.

K-2c: Structural/Civil Engineer (SE/ CE)	- Develops preliminary, schematic, and detailed structural/civil engineering designs, ensuring compliance with the Development Framework Guidelines, applicable laws, and structural safety standards. - Reviews and amends inadequate or inaccurate structural/civil engineering designs and as-built drawings prepared by other Design Consultants to ensure project integrity. - Prepares and submits structural/civil engineering drawings for statutory approvals, coordinating with relevant authorities. - Conducts site inspections to verify structural/civil engineering works, providing technical comments and suggestions to the Team Leader. - Contributes to tender document preparation and participates in bid evaluations when invited by the client. - Packages and hands over structural/civil engineering drawings and related documents to the client and supervising consultants. - Mentors interns to facilitate skill transfer, supporting quality assurance testing and documenting technical processes for capacity building.
K-2d: Electrical Engineer (EE)	- Develops preliminary, schematic, and detailed electrical and ICT designs, ensuring compliance with the Development Framework Guidelines, applicable laws, and technical standards. - Reviews and amends inadequate or inaccurate electrical/ICT designs to ensure functionality and safety. - Prepares and submits electrical drawings and related documents for statutory approvals, coordinating with relevant authorities. - Administers electrical-related tender and contract documentation, ensuring accuracy and compliance with project requirements, and participates in bid evaluations when invited by the client. - Values work done under Electrical scope, conducts re-measurements

Position	Responsibilities
	with the Regional Technical Team, Contractor, and Clerk of Works, and issues to the Quantity Surveyor the respective Electrical Valuation for Work Done with comprehensive supporting documentation. - Supervises electrical subcontractors, verifying their work aligns with approved designs, specifications, and contract terms, and provides technical comments and instructions to the Team Leader and subcontractors. - Conducts site inspections to verify electrical installations, ensuring quality, safety, and compliance, and provides technical suggestions to the Team Leader. - Ensures user manuals and warranties for electrical equipment are provided and packages related documents for handover to the client. - Mentors interns to support skill transfer, documenting electrical design, contract administration, and installation processes for capacity building.

K-2e: Mechanical Engineer (ME)	- Develops preliminary, schematic, and detailed designs for plumbing, building drainage, mechanical ventilation, and related systems, ensuring compliance with the Development Framework Guidelines, applicable laws, and technical standards. - Reviews and amends inadequate or inaccurate mechanical designs to ensure functionality and compliance. - Prepares and submits mechanical drawings and related documents for statutory approvals, coordinating with relevant authorities. - Administers mechanical-related tender and contract documentation, ensuring accuracy and compliance with project requirements, and participates in bid evaluations when invited by the client. - Supervises mechanical subcontractors, verifying their work aligns with approved designs, specifications, and contract terms, and provides technical comments and instructions to the Team Leader and subcontractors. - Values work done under Mechanical scope, conducts re-measurements with the Regional Technical Team, Contractor, and Clerk of Works, and issues to the Quantity Surveyor the respective Electrical Valuation for Work Done with comprehensive supporting documentation. - Conducts site inspections to verify mechanical installations, ensuring quality, safety, and compliance, and provides technical suggestions to the Team Leader. - Ensures user manuals and warranties for mechanical equipment are provided and packages related documents for handover to the client. - Mentors interns to support skill transfer, documenting mechanical design, contract administration, and installation processes for capacity building.
K-2f: Green Building Consultant	Project-level technical support o Conduct green design reviews for AHP architectural, structural, MEP, and landscape designs. o Advise on passive design strategies (daylighting, ventilation, thermal comfort). o Recommend energy-efficient and water-saving interventions appropriate for low-cost housing. o Assess and propose material-efficient, low-carbon, and circular construction approaches. o Guide integration of high-level strategies in select projects including solar PV, rainwater harvesting, wastewater recycling, and green

Position	Responsibilities

	infrastructure. ○ Mentors interns to support skill transfer, documenting mechanical design, contract administration, and installation processes for capacity building. Green Certification & compliance ○ Lead or support EDGE IFC Certification, Green Star, or equivalent certification for AHP projects. ○ Conduct pre-assessment, modelling, and performance simulations. ○ Coordinate the preparation of documentation and liaising with accredited certification bodies for AHP projects. ○ Develop a compliance monitoring framework for construction and post-occupancy. Resilience and climate risk integration ○ Conduct climate risk screening for AHP sites (heat, flooding, storms, drought). ○ Recommend adaptation measures based on applicable guides on Climate-Resilient Buildings & Communities. ○ Support integration of resilient infrastructure solutions (improved drainage, shading, reflective roofs, landscape resilience). Construction phase oversight ○ Provide technical oversight to ensure green specifications are met during construction. ○ Conduct periodic site inspections and develop compliance reports. ○ Support contractors and consultants in implementing sustainable construction practices. Capacity building and knowledge transfer ○ Coordinate training and sensitization of AHP consulting teams, and contractors on green building practices. ○ Develop training materials, manuals, and standard templates for green building integration. ○ Conduct workshops for county governments and implementing partners. Monitoring, Evaluation and Reporting ○ Develop key performance indicators (KPIs) for green and resilient performance. ○ Establish baseline data and monitoring frameworks. ○ Produce monthly, quarterly, and annual progress reports. ○ Prepare a final completion report with learnings and recommendations. Deliverables ○ Inception Report: Methodology, work plan, and proposed implementation schedule. ○ AHP Green Building Integration Framework. ○ Project-level green design review reports for all designated AHP projects. ○ Climate risk assessment reports and recommended resilience interventions. ○ Green certification documentation, modelling outputs, and certification status updates.

Position	Responsibilities
	○ Site inspection and compliance reports during construction. ○ Training materials and workshop reports. ○ Quarterly and annual performance reports. ○ Final reports summarizing achievements, results, and recommendations

PART B – ADDITIONAL OPTIONAL SERVICES

In addition to the standard services prescribed in the preceding section, the Consultant may be called upon to provide the following optional and additional services from time to time on need basis. These additional services include:

1) Masterplanning & Urban Design Consultancy Services
2) Environmental & Social Impact Assessment (EIA/ESIA) services
3) Topographical & Land Surveying Services
4) Geotechnical & Soil Investigation Services
5) Health, Safety & Environment (HSE) Control Consultancy services

LOT 2 – MASTERPLANNING & URBAN DESIGN CONSULTANCY SERVICES

Background The Affordable Housing Programme (AHP) involves development of large-scale sites across all 47 counties. Each site requires a comprehensive, inclusive, climate-responsive masterplan that optimises land use, infrastructure efficiency, social integration, and long-term sustainability while aligning with county spatial plans and national urban development policies.

Objective To deliver high-quality, implementable masterplans and urban design frameworks that create liveable, resilient, mixed-income neighbourhoods under the AHP.

Scope of Work

- Site appraisal, contextual analysis, and capacity assessment
- Stakeholder engagement (county governments, communities, utilities, regulators)
- Preparation of minimum three (3) conceptual masterplan options
- Detailed masterplanning including land-use zoning, density studies, phasing, movement hierarchy, public realm, and landscape strategy
- Infrastructure framework (roads, storm-water, water supply, sewerage, power, ICT)
- Integration of green building, climate resilience, universal accessibility, and social facilities
- Preparation of urban design guidelines / development code
- Cost estimates and implementation phasing

Deliverables

- Inception Report and Site Analysis Report
- Stakeholder Consultation Report
- Three (3) Concept Masterplan Options with 3D visualisations
- Final Masterplan (drawings at 1:1000/1:500, report, GIS database)
- Urban Design Guidelines & Development Control Code
- Infrastructure Framework Report
- Final Presentation to SDHUD and County Government

Qualifications & Key Experts (As prescribed under the Requirements Section 2**)**

Duration per call-off: 4–10 months

LOT 3 – ENVIRONMENTAL & SOCIAL IMPACT ASSESSMENT (EIA/ESIA) SERVICES

Background All AHP projects are Category 2 or 1 projects under the Second Schedule of EMCA 1999 (as amended 2015) and must obtain NEMA approval. Where international financing is involved, IFC Performance Standards also apply.

Objective To identify, predict, and mitigate environmental and social risks and obtain all statutory environmental approvals while enhancing positive impacts.

Scope of Work

- Project screening and scoping
- Baseline surveys (air, water, soil, noise, biodiversity, socio-economic)
- Impact prediction and evaluation
- Public participation and grievance mechanism design
- Preparation of ESIA Report and Environmental & Social Management Plan (ESMP)
- Support during NEMA public hearing and licensing process
- Environmental and social monitoring during construction

Deliverables

- Scoping Report & Terms of Reference
- Draft and Final ESIA Report
- Environmental & Social Management Plan (ESMP)
- Resettlement Action Plan (RAP) or Livelihood Restoration Plan (if required)
- Valid NEMA EIA Licence
- Quarterly monitoring reports during construction

Key Experts (As prescribed under the Requirements Section 2**)**

Duration per call-off: 6–12 months

LOT 4 – TOPOGRAPHICAL & LAND SURVEYING SERVICES

Background Accurate topographic and cadastral information is critical for masterplanning, structural design, and legal compliance of AHP sites.

Objective To provide high-precision, signed topographical surveys and boundary verification acceptable to the Director of Surveys and county governments.

Scope of Work

- Reconnaissance and establishment of primary control network (linked to national grid)
- Detailed topographical survey using total stations, RTK-GNSS, and drone photogrammetry
- Digital Terrain Model (DTM) generation and contour mapping
- Cadastral survey and verification of boundaries
- Setting out of permanent ground markers

Deliverables

- Survey Control Report with coordinates and benchmarks
- Topographical Survey Drawings (scale 1:500 or better)
- Digital Terrain Model (DWG, LandXML, GeoTIFF)
- Cadastral Survey Report and Mutation Forms (where applicable)
- Signed Survey Plans (6 copies + digital) endorsed by Licensed Surveyor

Key Experts (As prescribed under the Requirements Section 2**)**

Duration per call-off: 2–4 months

LOT 5 – GEOTECHNICAL & SOIL INVESTIGATION SERVICES

Background AHP projects involve multi-storey blocks (up to G+15) on varied geological conditions across Kenya, requiring reliable foundation recommendations.

Objective To determine soil and rock characteristics, bearing capacities, and appropriate foundation systems for safe and economical design.

Scope of Work

- Desk study and site walkover
- Borehole drilling, Standard Penetration Tests (SPT), and trial pits
- In-situ and laboratory testing (classification, shear strength, consolidation, etc.)
- Seismic hazard assessment
- Foundation recommendations and settlement analysis

Deliverables

- Geotechnical Desk Study Report
- Factual Geotechnical Report (borehole logs, lab results)
- Interpretative Geotechnical Report with allowable bearing capacities, pile capacities, settlement predictions, and foundation recommendations
- Seismic design parameters

Key Experts (As prescribed under the Requirements Section 2**)**

Duration per call-off: 3–6 months

LOT 6– HEALTH, SAFETY & ENVIRONMENT (HSE) CONTROL CONSULTANCY SERVICES

Background Construction of thousands of housing units presents significant safety risks. Compliance with the Occupational Safety and Health Act 2007 and DOSHS regulations is mandatory.

Objective To ensure zero fatalities and full compliance with health, safety, and environmental standards across all AHP construction sites.

Scope of Work

- Preparation of site-specific HSE Plans
- Risk assessments and method statements review
- Regular safety audits and inspections
- HSE training for workers and supervisors
- Incident investigation and reporting
- Environmental management during construction (dust, noise, waste)

Deliverables

- Project HSE Policy & Risk Register
- Site-Specific HSE Plan per contract

- Monthly HSE Audit Reports
- Training registers and certificates
- Incident investigation reports

Key Experts (As prescribed under the Requirements Section 2**)**

Duration per call-off: Duration of respective construction contract

A. Miscellaneous

The Consultant shall:

- Notify inspection schedules to the client, ensuring representatives may attend.
- Provide copies of all communications, drawings, and documents to the client through the Director Design and Contracting, copied to the Housing Secretary.
- Retain and hand over all project records to the client upon completion, including two copies in a durable medium (e.g., Hardcopies and in a drive containing documents in pdf/.dwg formats / microfilm).

B. Performance Clause

Ensure full compliance with the TOR and Consultancy Contract provisions, supervising designs and construction. Non-compliance or failure to notify non-compliance constitutes non-performance.

C. Ethical Standards and Safeguards The expert must adhere to:

- Public Procurement & Asset Disposal Act (PPADA, 2015)
- Environmental & Social Safeguards (NEMA, World Bank/IFC where applicable)
- Anti-corruption and transparency requirements
- Data protection and confidentiality policies

D. Confidentiality

All data, documents, and outputs developed under this assignment will remain the property of the Government of Kenya and may not be shared without written approval.

B. QUALIFICATION CRITERIA AND RFP REQUIREMENTS

The Qualification Criteria and RFP Requirements are as set out in the Instructions To Consultants (ITC) – Section 2(A) and the Tender Data Sheet (TDS) – Section 2(B).

Only Proposals that meet all the Mandatory and Eligibility Criteria will be evaluated, scored, and ranked in accordance with the Technical Capability Criteria above. Consultants with a minimum score of 70 will recommended for Financial Evaluation.

Lot 1 – Project & Construction Management Consultancy is MANDATORY. A Consultant will NOT be evaluated for any of Lots 2–6 unless it achieves the minimum technical score of 70/100 marks in Lot 1.

Lots 2–6 are optional additional services. Consultants may bid for any combination of these Lots. Each Lot shall be evaluated independently using the Quality-Based Selection (QBS) method.

Successful Consultants in each Lot will be invited to sign a Framework Agreement and will be placed on the respective Lot Panel for a period of three (3) years (2026-2029). Call-off contracts under each Lot will be awarded through Task Orders among panel members as per the Framework Agreement rules. A single Tender-Securing Declaration (Form TECH-9) and one Power of Attorney shall cover all Lots bid.

5. CONSULTANCY DURATION

It is intended that this consultancy will be contracted under a framework agreement covering

a period of Thirty-Six (36) months, subject to periodic reviews by the SDHUD for appropriate performance and need.

6. TERMS OF PAYMENT

Terms of Payments are as detailed in the AHP Framework executed between SDHUD and AHP Forum consisting of AAK, IQSK and IEK and the respective payment schedules as annexed to the conditions of contract.

	The Contract price is: 2.5% of the contract sum exclusive of VAT as per Fee Framework and Breakdown of Contract Price Appendix C. Any local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be paid by the Consultant. The amount of such taxes is as provided by the Kenya Revenue Authority for this kind of services
	The payment schedule: This sub-clause shall be read together with Appendix C 1.0 Design fees – payable i. 85% of 0.25% (10% of 2.5%) of the QS Estimate (Engineers Estimate) is payable on issuance of an Acceptance Certificate by the Client for the project designs and documents which includes but not limited to Project Data Sheet, Design Reports, Architectural drawings, schedules, details and 3D renders, structural drawings and bar bending schedules, civil works drawings, mechanical and electrical drawings, Blank and priced BoQs all in hard and digital submissions. The application of payment for the 85% of the 10% of the 2.5% design fee agreed shall be accompanied by: • Copy of this signed contract • Call off orders/ Task orders • Form of Submission of Design Consultancy Work (Duly signed and stamped by SDHUD), Project Data Sheet, Design Reports, Architectural drawings, schedules, details and 3D renders, structural drawings and bar bending schedules, civil works drawings, mechanical and electrical drawings, Blank and priced BoQs all in hard and digital submissions, amongst others as per AHP Design Submission Checklist under Appendix C. ii. The balance of design fees based on the Construction Contract Amount is due Upon: a. Award to the contractor of the project b. And Successful handover by the Design Consultant to the Supervising Consultant The application of payment for 15% of the 10% of the 2.5% design fee agreed shall be accompanied by: • Copy of this signed contract • Call off orders • Task orders • Copy of the award letter for the contract • Acknowledgment letter from the Supervising Consultant confirming successful handover of the project. 2.0 Supervision fees 90% of 2.5% shall be expended on project management and supervision in the duration of the contract. The Payment shall be done by SDHUD as follows and Schedule 2

Element	**Percentage payable**
5 % of the Supervision Fees	Upon Submission of the Inception Report
45% of the supervision Fees	Time-based Fees payable quarterly spread over the contract period plus 6 months or by practical completion whichever comes first.
45% of the supervision Fees	Value based Fees payable on progress of works on site Payments shall be made quarterly

5 % of the Supervision Fees	End of Defects Liability Period

Note:

- Both the Time based and Value based fees will be done simultaneously
- An additional fee may be payable for every quarter beyond 6 months after the expiration of the initial project contract period from monies recovered in form of liquidated damages from the contractor as stipulated.
- Copy of this signed contract
- Quarterly progress report for the quarter under discussion to include minutes
- Copy of interim certificates processed within the quarter where applicable
- Updated cash flow as per the current program of works
- Quarterly financial appraisal
- Form of Submission of Project File (Duly signed and stamped by SDHUD)

IV. APPENDICES

Appendix A – Terms of Reference

[*Note*: This Appendix shall include the final Terms of Reference (TORs) worked out by the Procuring Entity and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Procuring Entity's input, including counterpart personnel assigned by the Procuring Entity to work on the Consultant's team; specific tasks or actions that require prior approval by the Procuring Entity.]

Insert the text based on Section 5 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 of the Consultant's Proposal. Highlight the changes to Section 5 of the RFP]

.....

Appendix B - Key Experts

[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

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Appendix C – Fee Framework and Breakdown of Contract Price

The schedule of payments is enclosed with the respective schedules as tabulated below:

Schedule 1	Site Planning, Preparation of architectural, structural, mechanical / electrical drawings and Bills of Quantities
Schedule 2	Project Supervision
Schedule 3	Design and costing development of Generic Typologies
Schedule 4	Optional Additional Services
Schedule 5	Reimbursements
Schedule 6	Additional Assignments

ENGAGEMENT OF CONSULTANTS FOR
DESIGN & DOCUMENT REVIEW, DESIGN, DOCUMENTATION & SUPERVISION CONSORTIA
FEE FRAMEWORK

Framework Agreement for Procurement of Consultancy Services for Project and Construction Management for Affordable
RFP No. MLPWHUD/SDHUD/AHP/XXX/2025-2026

Schedule 1 Site Planning, Preparation of architectural, structural, mechanical / electrical drawings and Bills of Quantities
Schedule 2 Project Supervision
Schedule 3 Design and costing development of Generic Typologies
Schedule 4 Optional Additional Services
Schedule 5 Reimbursements
Schedule 6 Additional Assignments

Item	**Deliverables Payable under this Fee Framework**
Schedule 1	Site Planning, Preparation, Compilation of Tender Documents
Schedule 2	Project Supervision
Schedule 3	Design and costing development of Generic Typologies
Schedule 4	Optional Additional Services
Schedule 5	Reimbursements
Schedule 6	Additional Assignments

DESIGN & DOCUMENT REVIEW, DESIGN, DOCUMENTATION & SUPERVISION CONSORTIA FEE SCHEDULE FRAMEWORK

Schedule No.1 - Site Planning, Preparation of architectural, structural, mechanical / electrical drawings and Bills of Quantities

Professional Fees	Payment Milestones	Task	Deliverables
Pre Contract Consultancy Fees			
10% of 2.5% of the contract sum	85% of 10% of 2.5% of the contract sum	Payable upon issuance of an Acceptance Certificate by the Client for the project designs and documents	Project designs and documents which includes but not limited to Project Data Sheet, Design Reports together with the following documents all in hard and digital submissions:- 1. Architectural drawings, Schedules, Details & 3D Renders 2. Structural Drawings and Bar Bending Schedules 3. Civil Works Drawings and Details 4. Mechanical Drawings 5. Electrical Drawings 6. Unpriced Bills of Quantities 7. Priced Bills of Quantities (pretender estimate) 8. Bidding documents in editable format The above shall be accompanied by: 1. Copy of this signed contract 2. Call off orders/Task orders 3. Form of Submission of Design Consultancy Work (Duly signed and stamped by SDHUD)
	15% of 10% of 2.5% of the contract sum	Payable upon project award and site handover	The application of payment for this milestone shall be accompanied by: 1. Copy of the signed contract 2. Call off orders/Task orders 3. Copy of the award letter for the contract 4. Acknowledgment letter from the Supervising Consultant confirming successful handover of the project.

Notes on Design Fees

S/No.	Milestone
Stage i	85% of 0.25% (10% of 2.5%) of the QS Estimate (Engineers Estimate) is payable on, issuance of an acceptance certificate by the Client for the project design documentation which includes but not limited to A. Prefeasibility Study Report (Size A4 Layout, 2 Copies) B. Project Design Report (Size A4 layout, 2 Copies) in the format provided and containing the following sections: 8.1. Project Data Sheet 8.2. Design Reports: i. Architect Design Report ii. Structural Engineer Design Report iii. Electrical Engineer Design Report iv. Mechanical Engineer Design Report v. Quantity Surveyor Report 8.3. Project Exception Report C. Final Design Drawings C.1. Schedule of Drawings (Size A4 layout, 2 Copies) C.2. Project Drawings (Size A3 layout, 2 Copies) C.2.1. Architectural drawings C.2.2. Schedules & Details C.2.3. 3D renders C.2.4. Block and Unit Numbering Plan C.2.5. Structural drawings C.2.6. Bar Bending Schedules C.2.7. Civil works drawings C.2.8. Mechanical drawings C.2.9. Electrical drawings

	D. Final Design Bills of Quantities (Size A4 layout, 2 copies) C.1 Bidder's Bills of Quantities C.2 Provisional Sums Bills of Quantities for Builder's Work I. Jua Kali item BQs C.3 . Provisional Sums Bills of Quantities for Electrical Components I. Lifts II. Generators III. CCTVs IV. LV Switchboard V. MATV VI. Structured Cabling C.4 . Mechanical Components i. Sanitary Fittings ii. Pumps ¡¡¡. Borehole iv. Water-tanks v. Hose Reels E. Priced /Estimate Bills of Quantities (Size A4 layout, 2 copies) D.1 Pretender Estimate Bills of Quantities D.2 Priced Bills of Quantities for the Builder's Work Provisional Sums D.3 Priced Bills of Quantities for Electrical Work's Provisional Sums D.4 Priced Bills of Quantities for Mechanical Work's Provisional Sums F. Digital Submission (Soft Copy Submission) F.1. Digital medium (drive) containing all the information F.2. email of the zip file to SDHUD
Stage 2	The balance of design fees based on the Construction Contract Amount is due Upon 1. Award to the contractor of the project 2. And successful handover by the Design Consultant to the Supervising Consultant, duly confirmed through the signing of the handover forms by the Project Manager/Project Manager's Representative.

DESIGN & DOCUMENT REVIEW, DESIGN, DOCUMENTATION & SUPERVISION CONSORTIA FEE SCHEDULE FRAMEWORK

Schedule No.2 - Project Supervision

Professional Fees	**Task/Deliverables**
Post Contract Consultancy Supervision Fees	**2.25% (90% of 2.5%)**
Element	**Percentage payable**
5 % of the Supervision Fees	Upon Submission of the Inception Report
45% of the supervision Fees	Time-based Fees payable quarterly spread over the contract period plus 6 months or by practical completion whichever comes first.
45% of the supervision Fees	Value based Fees payable on progress of works on site Payments shall be made quarterly
5 % of the Supervision Fees	End of Defects Liability Period
Note: •Both the Time based and Value based fees will be done simultaneously •An additional fee may be payable for every quarter beyond 6 months after the expiration of the initial project contract period from monies recovered in form of liquidated damages from the contractor as stipulated. •Copy of this signed contract •Quarterly progress report for the quarter under discussion to include minutes •Copy of interim certificates processed within the quarter where applicable •Updated cash flow as per the current program of works •Quarterly financial appraisal •Form of Submission of Project File (Duly signed and stamped by SDHUD)	

DESIGN & DOCUMENT REVIEW, DESIGN, DOCUMENTATION & SUPERVISION CONSORTIA FEE SCHEDULE FRAMEWORK

Schedule No 03 - Design and costing development of Generic Typologies

1. Development of Typical Architectural, Structural, Civil, Mechanical and Electrical Drawings
2. Preparation of model priced Bills of Quantities

SR	TASK			EXPECTED DELIVERABLE	%
	Generic drawings and costing				
			Lead Consultant	Coordination of consortium tasks Liaison with procuring entity Confirm completeness, accuracy and timeliness of task submissions Presentation of Review outcomes & Drawings at meetings	**0.00%**
			Architectural Design & Drawing	Concept Design Peer Review Process Scheme Designs Working Drawings Design Report	**0.00%**
			Mechanical Design & Drawings	Water Scheme Drawings Drainage Scheme Drawings Firefighting Scheme Design Water Supply Layout Detailed Drawings Drainage Layout Detailed Drawings Firefighting Layout Detailed Design	**0.00%**
			Electrical Design & Drawings	Power Layout Drawings Lighting layout Drawings MATV Drawings ICT Drawings Surveillance Drawings Design Report	**0.00%**
			Structural Design & Drawings	Structural Modeling and Design Structural Working Drawings Bar Bending Schedules Design report	**0.00%**
			Civil Design & Drawings	Structural Modeling and Design Structural Working Drawings Bar Bending Schedules Design report	**0.00%**
			Quantity Surveyor Estimates	Specifications, preambles Model Bills of Quantities Form of Contract, General & Special Conditions Compilation of Reports	**0.00%**
			TOTAL		**1.50%**

Schedule No 03 - Design and costing development of Generic Typologies Cont;

Fees for Designs and preparation of Generic Typologies

Table A

Units Designed	Cost	Multiplier	Design fees	Total
Model Design				
Model Designs & BoQs 1	-	0	**x 1.5%**	0.00
Model Designs & BoQs 2	-	0	**x 1.5%**	0.00
Model Designs & BoQs 3	-	0	**x 1.5%**	0.00
Model Designs & BoQs 4	-	0	**x 1.5%**	0.00
Total Project Cost	**0.00**			**0.00**
Total Design Development of				

DESIGN & DOCUMENT REVIEW, DESIGN, DOCUMENTATION & SUPERVISION CONSORTIA FEE SCHEDULE FRAMEWORK

Schedule No 04 - Optional Additional Services

a)	Profession	Task	Consultant 1 Hours		Consultant 1 Rate	Consultant 2 Hours		Consultant 2 Rate	Amount
					8,000.00			8,000.00	Kshs
	NOTE: Detailed description of the assigments are as per the Terms of Reference provided in the RFP.								
i	**Profession**	**Assignment**	**Hours**	**Personnel**	**Amount**	**Hours**	**Personnel**	**Amount**	
	LOT 2 - 1. Masterplanning Consultancy Services	Preliminary Activities	0	0	0.00	0	0	0.00	**0.00**
		Data Collection and Analysis	0	0	0.00	0	0	0.00	**0.00**
		Concept Development	0	0	0.00	0	0	0.00	**0.00**
		Detailed Masterplan	0	0	0.00	0	0	0.00	**0.00**
		Reporting	0	0	0.00	0	0	0.00	**0.00**
								Kshs	**-**
ii	**Profession**	**Assignment**	**Hours**	**Personnel**	**Amount**	**Hours**	**Personnel**	**Amount**	
	LOT 3 -2.Environmental Impact Assessment Consultancy Services	Project Review and Baseline Data Collection	0	0	0.00	0	0	0.00	**0.00**
		Impact Identification and Assessment	0	0	0.00	0	0	0.00	**0.00**
		Stakeholder Engagement	0	0	0.00	0	0	0.00	**0.00**
		Environmental Management and Monitoring Plan	0	0	0.00	0	0	0.00	**0.00**
		EIA Report	0	0	0.00	0	0	0.00	**0.00**
								Kshs	**-**
iii	**Profession**	**Assignment**	**Hours**	**Personnel**	**Amount**	**Hours**	**Personnel**	**Amount**	
	LOT 4 - Topographical Surveying Services	Preliminary Stage	0	0	0.00	0	0	0.00	**0.00**
		Field Survey Works	0	0	0.00	0	0	0.00	**0.00**
		Data Processing and Mapping	0	0	0.00	0	0	0.00	**0.00**
		Reporting	0	0	0.00	0	0	0.00	**0.00**
								Kshs	**-**
iv	**Profession**	**Assignment**	**Hours**	**Personnel**	**Amount**	**Hours**	**Personnel**	**Amount**	
	LOT 6 - Health and Safety Control Consultancy Services	Project Health and Safety Plan	0	0	0.00	0	0	0.00	**0.00**
		Implementation phase - weekly/monthly safety reports, incident/accident reports, health and safety supervision as per the TOR	0	0	0.00	0	0	0.00	**0.00**
		Final Health and Safety Compliance Report upon completion	0	0	0.00	0	0	0.00	**0.00**
		Certificates of safety training and PPE compliance where applicable	0	0	0.00	0	0	0.00	**0.00**
								Kshs	**-**

v	**Lot 5 - Geotechnical Investigation Services**							
	Bills of Quantities For Geotehchnical Investigation Services							
		Description	**Unit**	**Quantity**	**Rate(Ksh)**	**Amount (Ksh)**		
	A	MOBILIZATION AND DEMOBILIZATION						
	1.0	Mobilization of staff and equipment	Ls		100,000.00	-		
	1.1	Demobilization of staff and equipment	Ls		80,000.00	-		
	1.2	Health and safety provisions and staff acommodation	Ls		40,000.00	-		
		Subtotal, Bill No.A				**-**		
	B	SET-UP, DRILLING AND TRIAL-PITTING						
	2.0	Set up and dismantle drilling rig and equipment during operations	ITEM		2,500.00	-		
	2.1	Setting out, Augering, borehole drilling, 0-20 m and Standard Penetration Tests (SPT) tests at 1.5 m intervals	LM		6,000.00	-		
	2.2	Ground water level monitoring measurements and recording	No		1,500.00	-		
	2.3	Logging of boreholes at an Interval of 1.5 m for geotechnical report	No		2,500.00	-		
	2.4	Setting out and excavation of trial pits 2.0x2.0 on plan to 3 m depth max, or rockhead	No		4,000.00	-		
	2.5	Logging of trial pits for geotechnical report	No		2,500.00	-		
	2.6	Geological and Site Inspection - Undertake a detailed engineering geological survey of the site to assess surface and subsurface conditions.	ITEM		100,000.00	-		
	2.7	Seismic Mapping and Multichannel Analysis of Surface Waves Investigation, and corresponding Seismic Hazard Analysis, if any	Profiles		130,000.00	-		
	2.8	Reinstatement of pits and grouting of boreholes per site	Ls		10,000.00	-		
	2.9	Ditto but Trial Pits	No		3,000.00	-		
		Subtotal, Bill No.B				**-**		
	C	**LABORATORY TESTING**						
	C1	Laboratory Tests on Soils						
	3.1	Field moisture content determination	No		600.00	-		
	3.2	Bulk, dry and unit weight determination	No		1,000.00	-		
	3.3	Particle size distribution	No		1,400.00	-		
	3.4	Atterberg limits with linear shrinkage	No		1,400.00	-		
	3.5	Standard Proctor Compaction tests	No		2,000.00	-		
	3.6	Direct/ Triaxial shear tests on soils	No		3,000.00	-		
	3.7	Permeability Tests on Soils	No		3,500.00	-		
	3.8	Consolidation tests on soils	No		3,000.00	-		
	C2	Laboratory Tests on Rocks				-		
	3.9	UCS/Point Load Tests on rock Samples	No		1,800.00	-		
	C3	Chemical Tests on Water and or Soil				-		
	3.10	Water/Soil corrosivity tests - Chlorides, Sulphates	No		5,000.00	-		
		Subtotal, Bill No.C				**-**		
	5	**SUMMARY COSTS**						
	5.1	**Mobilization And Demobilization**				-		
	5.2	**Set-up, drilling and trial-pitting**				-		
	5.3	**Laboratory tests**				-		
	5.5	**Grand Total (Inclusive of VAT)**				**-**		

Note: The cost for Packaging, storage and transport of samples for testing is inclusive in the rates provided. The rates also includes VAT

For each item in the Schedule of Quantities the bidder's rates shall include all the activities covered in the description of the items as well as for all necessary operations in details described in this technical specification.

The geotechnical investigation shall be conducted in accordance with British Standards (BS 5930, BS 1377, BS EN ISO 22476 series) and relevant Kenyan codes and regulations, including the Building Code of Kenya.

Deliverables

A Comprehensive, factual and Interpretative Geotechnical and Geophysical Investigation Report shall be prepared containing:

a) Site Description, geological and geophysical context and field investigation logs
b) Results of Insitu and laboratory tests with supporting tables, graphs and engineering analysis
c) Any recommendations on Safe Bearing capacities and suitable foundation types
d) Any settlement risks
e) Suitabilityof site soils for backfill or subgrade material for pavement layers
f) Mitigation measures for any identified geotechnical or geophysical risks
g) Trial pit and borehole location plan referenced to the site layout
h) Engineering analysis and interpretation
i) The Report shall be duly signed and certified by a Licenced Geotechnical Engineer and a Geologist

DESIGN & DOCUMENT REVIEW, DESIGN, DOCUMENTATION & SUPERVISION CONSORTIA FEE SCHEDULE FRAMEWORK

Schedule No.5 - Reimbursements

Per diems are guided by Salaries and Remuneration Commission (SRC) rates and payable only for overnight stays or as eligible. Eligibility is limited to:

1. Introduction

This Schedule No. 5 outlines the reimbursable expenses for the Consultancy Services for Project and Construction Management under the Framework Agreement. Reimbursements are limited to expenses reasonably incurred in connection with project supervision, capped at one meeting and one site inspection per project per month (or additional as requested in writing by the Procuring Entity). All reimbursements are VAT inclusive where applicable and require supporting documentation (e.g., approved work tickets, signed minutes/inspection reports, receipts).

2. Reimbursable Categories and Rates

Reimbursements shall be claimed separately per FORM FIN-4 (Breakdown of Reimbursable), subject to prior approval and verification. The following rates and conditions apply:

A. Vehicle Hire and Fuel

•**Hire of Vehicle:** Reimbursed as per Government rates published by the Ministry of Transport & Infrastructure (e.g., current AA Kenya rates for 1500cc vehicles or equivalent, based on distance from Nairobi). Consultants shall schedule site meetings/inspections for projects within a common radius as a round trip to minimize costs.

Fuel: Reimbursed as per published Energy and Petroleum Regulatory Authority (EPRA) prices (e.g., prevailing super petrol/diesel rates at the time of travel).

B. Per Diem Allowances

Per diems shall only be payable for a maximum of one (1) Lead Consultant, five (5) Key Experts, and five (5) Assistant personnel submitted as Key Experts for the project, as detailed below:

i . Lead Consultant
- o One (1) Lead Consultant

ii. Key Experts (Five Maximum)
- o One (1) Architectural Key Expert
- o One (1) Structural Engineer Key Expert
- o One (1) Quantity Surveyor Key Expert
- o One (1) Electrical Engineer Key Expert
- o One (1) Mechanical Engineer Key Expert

iii. Assistant Personnel (Five Maximum)
- o One (1) Assistant Architect
- o One (1) Assistant Structural Engineer
- o One (1) Assistant Quantity Surveyor
- o One (1) Assistant Electrical Engineer
- o One (1) Assistant Mechanical Engineer

Personnel Category	Job Group Equivalent	Daily Per Diem Rate (KShs)
Lead Consultant	J/G S (Director Level)	16,800
Lead Expert per Field	J/G R (Deputy Director Level)	14,000
Consultant's Assistants	J/G K	11,200

Conditions: Payable for actual days away from base station. Submit approved meeting schedule and signed minutes/inspection reports.

C. Flights (Air Travel)

Reimbursed at actual cost for economy-class commercial flights only, with prior written approval from the Project Manager (PM).

Conditions: Submit air ticket and boarding pass as supporting documentation. Applicable for distant sites (e.g., Mombasa, Kisumu, Eldoret, Lodwar, Wajir) where road travel is inefficient.

D. Printing and Binding

Printing costs are reimbursed only for copies exceeding two (2) per document type, provided the printing was undertaken at the Procuring Entity's written request. Rates are inclusive of VAT.

Item No.	Description (Printing of Document Type)	Paper Size	Quantity (per unit)	B/W Cost per Page (KShs)	Colored Cost per Page (KShs)	Binding (per 300 sheets, KShs)
1	Printing of [Document Type]	A0	1	330	800	1,100
2	Printing of [Document Type]	A1	1	200	450	900
3	Printing of [Document Type]	A2	1	150	250	700
4	Printing of [Document Type]	A3	1	60	150	500
5	Printing of [Document Type]	A4	1	15	50	300

Conditions: For project-related documents (e.g., reports, drawings, BQs). Submit Procuring Entity's written request and receipts.

E. 3D Videos

Conditions: Deliver a high-quality hybrid video (3D animation + live action) of up to 90 seconds; payable at KShs 5,000 per second (inclusive of VAT).

Scope includes 3D modeling from drawings, storyboard and animation planning, 3D animation/fly-through, integration of live footage, and final post-production with English/Kiswahili voice-over, background music, sound effects, text overlays, color grading, and mastering. Output must meet broadcast-quality standards: Full HD minimum (1920×1080), 16:9, 25/30 fps, Rec.709 color, H.264/H.265 high-bitrate, clean balanced audio (48 kHz, 24-bit), smooth motion, and no visual or audio defects.

Submitted on a solid state external drive.The Procuring Entity enjoys copyright, ownership rights, and intellectual property.

3. Submission Requirements for Claims

All claims must include: Duly approved work ticket, approved meeting schedule, signed minutes of meetings or inspection reports, receipts, and other supporting documentation.

Claims shall be submitted quarterly or as incurred, via the Lead Consultant for coordination.

4. General Notes

This Schedule aligns with the Special Conditions (sub-clause 40.2) and forms part of Appendix C - Fee Framework.
No reimbursements for items not listed or without prior approval.
This Schedule is binding upon Framework Agreement award and complies with Public Procurement and Asset Disposal Act 2015.

Schedule No 06 - Additional Assignments									
			Consultant 1			**Consultant 2**			**Amount**
	Profession	Task	Hours		Rate	Hours		Rate	
					8,000.00			8,000.00	Kshs
	Profession	Assignment	Hours	Personnel	Amount	Hours	Personnel	Amount	
	Profession 1	Assignment 1	0	0	0.00	0	0	0.00	0.00
	Profession 2	Assignment 2	0	0	0.00	0	0	0.00	0.00
	Profession 3	Assignment 3	0	0	0.00	0	0	0.00	0.00
	Profession 4	Assignment 4	0	0	0.00	0	0	0.00	0.00
	Profession 5	Assignment 5	0	0	0.00	0	0	0.00	0.00
								Kshs	-

Appendix D - Framework Agreement

1.1 The Parties shall enter into this contract as a Framework Agreement within 28 days after the Contractor receives the Letter of Acceptance, unless the Particular Conditions establish otherwise. The Framework Agreement shall be based upon FORM No. 3 – FRAMEWORK AGREEMENT annexed to the Particular Conditions. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Framework Agreement shall be borne by the Procuring Entity.

1.2 The Framework Agreement establishes the terms and conditions that will govern the contract awarded during the term of the Framework Agreement. The Framework Agreement establishes for the procurement works by package as and when required, over the specified period of time. The Framework Agreement does not commit a Procuring Entity to procure, nor a Firm to supply. The Framework Agreement allows the Procuring Entity to call the Contractor to commence the works on a package in a specified location within the duration of the agreement.

This Framework Agreement does not guarantee the Consultant of being called for a contract to start and no commitment is made with regard to possible number of packages to carried out.

This Framework Agreement does exclude the Procuring Entity from the right to procure the same Works from other firms.

This Framework Agreement does not stop the Procuring Entity from removing the contractor from the same Agreement.

FAs shall be established for a maximum period of three (3) years. The Procuring Entity may with the Consent of the Contractor extend this Agreement if the agreement period is less than three (3) years, if the initial engagement has been satisfactory.

Call-off Contracts; for work on a package to start, the Procuring Entity shall issue a notice of acceptance of a particular package requesting the contractor to furnish a Performance Security and to start the works thereafter, and providing the contractor with details of location where the works, are to be carried out. The call-off statement shall specify the objectives, tasks, deliverables, timeframes and price or price mechanism. The price for individual call-off contracts shall be based on the prices detailed in the Framework Agreement.

Appendix E - Framework for Engagement of Built Environment Professionals in Affordable Housing Programme

I. BACKGROUND

The Government of Kenya has a goal to deliver housing for its citizens and to bridge the annual gap of 200,000 homes by activating projects across the nation with an ambition to move from 30,000 mortgages to 1,000,000 mortgages. The Government has established Affordable Housing Programme (AHP) as a framework to achieve this goal. By rolling out AHP, this will also stimulate the economy through job creation, promoting local production of materials. The Government has also published the Development Framework Guidelines to guide and provide standards for AHP, which include designing principles as well standardization of a schedule of building items.

Architectural Association of Kenya (AAK), Institute of Quantity Surveyors of Kenya (IQSK), and Institution of Engineers of Kenya (IEK) (known as AHP Forum) have engaged the State department for Housing and Urban Development, following an invitation to explore a partnership in which the professional associations can provide thought leadership in AHP as well as involve their membership and built environment professionals to be key stakeholders in the design, implementation and review of AHP in the most comprehensive way. The resultant of these engagements is the development of this Framework.

The intention of this Framework is to provide a structure through which the built environment consultants will be engaged by the government to offer professional services in the design and supervision of the Affordable Housing Programme (AHP). This is with a view of unlocking economic stimulus for local professionals and engaging their knowledge and skills to ensure the delivery of affordable housing that meets time, quality, and cost for the benefit of Kenyans.

This Framework will therefore provide thought leadership and oversight in which the three built environment professional associations will be part of ensuring the AHP is successfully delivered in partnership with the Government of Kenya through the State Department of Housing & Urban Development (SDHUD).

II. ETHOS OF OPERATIONS

This Framework is to be guided by the following key pillars and ethos:

- **Affordability** – Ensuring the cost structure of the AHP is optimized and lean enough to demonstrate economies of scale.
- **Quality and Value** – Ensuring that there is uttermost good faith in deliveries demonstrated in the professionalism of services offered and output on the ground.
- **Integrity** – Ensuring that ethics, discipline, and accountability are the founding values for all participants.

III. FORMATION OF AFFORDABLE HOUSING PROGRAMME FORUM

The Built Environment professional bodies have come together and form the **AFFORDABLE HOUSING PROGRAMME FORUM** (AHP Forum) where they will undertake to work together with the State Department of Housing & Urban Development. The Forum in this capacity will act as one and mobilize the totality of its professional assets to support AHP to secure its success for the benefits of the people of Kenya. The Forum will also provide a structured approach to allow for engagement of professionals in design and supervision of affordable housing.

The AHP Forum is established by the following built environment professional associations which have entered into a Memorandum of Understanding (MOU):

a) Architectural Association of Kenya (AAK)
b) Institute of Quantity Surveyors of Kenya (IQSK), and
c) Institution of Engineers of Kenya (IEK)

The Forum will be supported by a common secretariat that will be resourced by the SDHUD.

IV. DEFINITION OF ROLES OF AHP FORUM IN THIS FRAMEWORK

a) To provide thought leadership in the development of the affordable housing programme;
b) To develop, promote and endorse affordable housing programme by creating awareness among its members and the public to the extent that the Forum is involved in the development .
c) To support, monitor and add value to the affordable housing programme by providing technical development and practice guidelines.
d) To put in place a purpose mechanism to hold professionals to account to ensure the highest level of integrity in their conduct.
e) Trigger proactive and collaborative engagements with academia, professional regulators, and the industry at large.
f) To promote indigenous knowledge and industry understanding in the AHP and document the implementation process and knowledge sharing in the industry.
g) To make available a register of duly qualified professionals for participation in the affordable housing programme.

V. QUALIFICATION OF PROFESSIONALS

a) **Senior Professionals**: Individuals or firms that are registered by the Board of Registration of Architects and Quantity Surveyors (BORAQS) or Engineers Board of Kenya (EBK) with an up-to-date practicing license.
Members in good standing with the professional bodies signatories to the AHP Forum namely Architectural Association of Kenya (AAK), Institution of Engineers of Kenya (IEK) and Institute of Quantity Surveyors of Kenya (IQSK).

b) **Graduate Professionals**: Individuals with 3 years post-graduation experience in the relevant field and members in good standing with the professional bodies

signatories to the AHP Forum namely Architectural Association of Kenya (AAK), Institution of Engineers of Kenya (IEK) and Institute of Quantity Surveyors of Kenya (IQSK).

c) **Licentiates, Technicians and Technologists** – membership with the professional bodies signatories to the AHP Forum namely Architectural Association of Kenya (AAK), Institution of Engineers of Kenya (IEK) and Institute of Quantity Surveyors of Kenya (IQSK).

VI. PROFESSIONAL CODE OF CONDUCT

- The professional bodies, through the AHP Forum, shall put in place a mechanism to hold consultants to account in order to ensure the highest level of integrity in their conduct.
- The Professional Bodies have established Codes of Conduct that they will use as a basis for promoting integrity and accountability.
- All professionals shall be required to SIGN A CHARTER with the affordable housing forum undertaking to fulfill their professional roles diligently as per the CODE OF CONDUCT.
- A standing DISCIPLINARY COMMITTEE shall be established to determine cases brought before the forum for members going against the Code of Conduct.

VII. COLLABORATION

The AHP Forum shall trigger proactive and collaborative engagements with academia, professional regulators, and the industry at large.

a) ACADEMIA
   a. Work with institutions of higher learning to ensure that the curricula include modules on affordable housing relevant to the various professions.
   b. Engage academia in research for AHP and use the same to improve the outcomes of AHP through Design Principles, Material Technology, and Policies.

b) REGULATORS
   a. Work with regulators to promote and protect professionalism in AHP by ensuring only registered professionals are involved.
   b. Facilitate compliance and enforcement of building regulations and guidelines.
   c. Promote registration of all projects in the relevant portals for tracking and monitoring by regulators.

c) INDUSTRY
   a. Redefine instruments of engaging in affordable housing such as Procurement Procedures, Conditions of Contract, Standard Operating Procedures e.g., reporting structures for professionals to adopt to streamline the delivery of affordable housing.
   b. Work with the industry to promote research and development of alternative building materials for delivery of affordable housing to reduce time and cost while achieving quality housing.

d) LOCAL CONTENT

The AHP Forum shall promote the adoption and use of local content including materials and labour in the delivery of affordable housing.

e) AWARENESS CAMPAIGNS

- The AHP Forum shall from time-to-time issue communication on AHP to create public awareness and promote uptake of AHP units as well as educate the public on the benefits of the same subject to adherence to the development guidelines generated by the SDHUD and adopted by the Forum.

VIII. CONSORTIUM ENGAGEMENT AND COORDINATION OF PROFESSIONALS

- AHP will engage professionals as a consortium for design and supervision of projects the consortium.
- For purposes of this Framework each consortium shall comprise Architects, Quantity Surveyors, Structural Engineer, Mechanical Engineer, and Electrical Engineer
- The professionals shall sign a consortium agreement and register the agreement with the AHP Forum.
- Consortia will be responsible for designing and supervision of individual projects in AHP, generating project-based data, reporting on the same and managing project-based issues.
- The Consortia will report to the Regional Leads / Project Manager Representative

INTERNSHIP

- In a bid to assure industry development, every consortium shall be required to give internship opportunities by supervising graduates from the referenced disciplines.
- Interns shall be recruited and reside in the locality of the projects.
- Internship reports shall be filed to the Professional Associations and Boards of Registration as required.
- The internship opportunities shall be offered by way of a one-year contract and which will be renewable for further terms.
- Internship reports shall be filed to the Professional Associations and Boards of Registration as required.

QUALIFICATION CRITERIA

- All consortia shall be subjected to proof of experience in housing projects.
- Qualified consortia shall be eligible for engagement in AHP. Each consortia may handle up to limit of 3 projects until such a time when all registered consortia have been fully engaged, whichever comes first.
- The Consortia will be based on the physical address of the project to promote the localization of professionals and shall be deemed to be located at the county of operations.

IX. REGIONAL TEAM LEADERS AND PROJECT CONSULTANTS

- The Project Consultants will be reporting to Regional Team Lead appointed by the State Department for Housing and Urban Development.
- The Regional Team Lead who are delegated as the Project Manager Representative shall be reporting to the Project Manager.

X. CONTRACT ADMINISTRATION

a) **Supervising Architects**

- Review typical AHP designs and prepare project-specific architectural designs, details and specifications and coordinate architectural, structural, civil, mechanical, electrical and other specialist designs to ensure consistency and buildability.
- Supervise and monitor execution of the works in accordance with the contract, approved designs, specifications and applicable standards, in liaison with the Regional Team Leads.
- Review and approve shop drawings, material samples, mock-ups and other architectural submissions.
- Issue necessary instructions and clarifications and ensure proper control of drawings, revisions and approvals.
- Monitor quality of workmanship, materials and finishes to ensure compliance with the approved designs and required quality standards.
- Assess completed works and participate in the certification and processing of payments, in liaison with the Quantity Surveyor and relevant consultants, while monitoring project progress.
- Provide technical input on variations, Extension of Time and other contractual claims
- Identify and report delays, defects, non-performance of the Contractor and advise the Project Manager on appropriate corrective and contractual measures.
- Undertake completion inspections and snagging, monitor rectification of outstanding works and defects, participate in practical completion and handover.
- Prepare quarterly project reports documenting progress, quality, contractual and technical matters.

b) **Supervising Structural Engineers**

- Issuance of Terms of Reference for Geotechnical and Geophysical investigations
- Review of Geotechnical, geophysical and topographical reports issued by geotechnical contractors
- Review of Civil and Structural Designs as issued by Design consultant, amendment of the same where deemed inadequate and incorporating the findings from Geotechnical, geophysical and topographical reports.
- Issuance of reviewed/revised detailed civil and structural construction drawings including bar bending schedules
- site supervision of structures in various materials and forms of construction;
- Directing and controlling of Resident engineers, Structural Assistants and Clerk of works working on the specific project on civil/structural engineering related aspects.
- Enforcement of specifications on site, ensuring compliance with engineers' working civil/structural drawings, interpretation and enforcement of conditions of contract, Material quality control, approval and measurement of completed works, preparation of civil/structural engineering related progress reports in conjunction with other multidisciplinary stakeholders
- Review, recommendation, supervision and control of contractor related construction methodologies pertaining to structural materials, foundations, structural elements, and construction techniques and building technology.
-

c) **Supervising Electrical Engineers**

- Review of the typical designs and preparation of project specific electrical designs and

designs

- Conduct on-site surveys for primary power intake routes and distribution routes.
- Establish maximum demand, diversity factors, and dynamic load profiles categorized by housing typologies (Social, Low-Cost, and Market units).
- Assess point of common coupling with the power utility provider and determine requirements for dedicated step-down distribution (ground-mounted or pole-mounted).
- Coordinate with Civil, Structural, and Architectural teams to map power reticulation ducting.
- Power Distribution: Design indoor/outdoor substations, switchgear, automatic changeover systems, backup generators, rising mains, busbar trunking systems, distribution boards, and final sub-circuits.
- Metering Points: Design secure meter boards for tenants and utility providers.
- Renewable Energy Integration: Incorporate rooftop grid-tied/hybrid Solar PV systems.
- Earthing and Lightning Protection: Design lightning protection systems and low-impedance earthing networks.
- Extra-Low Voltage (ELV) Infrastructure: Incorporate Fiber-To-The-Home (FTTH) ducting, CCTV surveillance, and fire alarm systems.
- Elevators: Conduct traffic analysis to specify passenger elevators, incorporating automatic rescue devices.
- Local Sourcing: Structure the technical specifications to promote locally fabricated switchboards, metal trunking, meter box, and wiring accessories.
- Tendering: Produce Unpriced and Priced Bills of Quantities, Technical Specifications, and Detailed Drawings.
- Provide technical support during pre-tender conferences and respond to clarifications.
- Prepare and submit all formal applications to KPLC and EPRA for connection approvals.
- Provide day-to-day on-site supervision and quality assurance.
- Inspect and approve all contractor material submissions, shop drawings, samples, and equipment test certificates prior to installation.
- Perform Factory Acceptance Tests and Site Acceptance Tests as necessary.
- Evaluate and certify Contractor's requests for payments.
- Variation Control: All contemplated design variations must undergo a comprehensive engineering and financial impact evaluation, obtaining explicit written approval from the Client.
- Preside over scheduled site coordination meetings and resolve technical discrepancies between drawings and site conditions.
- Witness and sign off on all pre-commissioning tests: insulation resistance, loop impedance, polarity, phase sequence, earth fault loop, and functional safety tripping tests.
- Coordinate final power energization with KPLC and facilitate the handover of the project.
- Review, verify, and approve Contractor's As-Built drawings and Operation and Maintenance manuals.
- Conduct technical snagging throughout the Defects Liability Period, oversee rectification of identified snags, and prepare the Final Completion Certificate.

d) **Supervising Mechanical Engineers**

- Review of the typical designs and preparation of project specific Mechanical designs and drawings
- Conduct baseline water demand calculations based on per-capita daily consumption for varying housing typologies (Social, Low-Cost, and Commercial/Community nodes).
- Assess municipal water supply reliability and determine requirements for dedicated on-site bulk storage and borehole drilling.
- Survey site topography, existing storm outfalls, and public sewer connections to define

drainage gradients, lift stations, or localized Wastewater Treatment Plants.

- Coordinate with Architectural, Civil, Structural, and Electrical teams to establish mechanical shafts, sleeve penetrations, and pump room layouts.
- Water Supply & Reticulation: Design internal water reticulation and centralized split-metering manifolds to allow individual unit sub-metering.
- Bulk Water Storage & Booster Systems: Size underground, elevated pressed steel/rotomolded sectional water tanks, and water booster pump systems.
- Sanitary Plumbing & Drainage: Design soil, waste, and vent piping network systems.
- Rainwater Harvesting & Water Conservation: Design stormwater catchment, primary filtration, storage, and plumbing reticulation.
- Solar Water Heating (SWH): Allow for designs for solar thermal collector systems.
- Fire Protection Systems: Design class-compliant fire suppression installations.
- Mechanical Ventilation: Design mechanical ventilation, pressurized stairwells, and ventilation for refuse chutes and internal utility cores.
- Elevators: Conduct traffic analysis to specify passenger elevators, incorporating automatic rescue devices.
- Local Sourcing Optimization: Detail drawings and BQs to standardize and ring-fence local items for local MSME fabrication within the required safety standards.
- Tender Packaging: Prepare complete Unpriced and Priced Bills of Quantities, Technical Specifications, Data Sheets, and Drawings.
- Provide clarifications during pre-tender visits and / or conferences.
- Maintain engineering supervision for all mechanical installations on site.
- Review, verify, and approve contractor submittals, data sheets, method statements, and shop drawings prior to installation.
- Perform Factory Acceptance Tests (FAT) for major imported or locally assembled equipment.
- Measure, verify, and certify contractor interim payment applications.
- Variation Governance: review variation including value engineering assessment, cost-benefit analysis, and obtain written client approval.
- Oversee functional testing: booster pump flow and head verification, fire hydrant pressure tests, and water quality laboratory testing from storage tanks.
- Review, verify, and approve final As-Built drawings, Operation & Maintenance (O&M) manuals, warranty documents, and user training programs.
- Conduct site inspections throughout the Defects Liability Period, oversee rectification of snags, and issue the Final Certificate of Completion.

e) **Supervising Quantity Surveyors**

- Review of the project design of the projects and to supervise the financial aspects of the buildings including valuation of work done, issuance of financial appraisals and giving guidance on contract interpretations in liaison with the Team Leaders. and prepare reports.
- Measurement, valuation and preparation of Interim Payment Certificates and Final Account for contractor’s payments.
- Review of Contractor’s claims including quotation for new or substituted work items and prepare financial appraisals
- Administration of fluctuations, provisional sums, prime cost sums and dayworks.
- Preparation and submission of regular Cashflow projections.
- Undertaking value engineering and cost saving reviews.
- Participation in dispute resolution mechanisms and providing cost information required for dispute resolution, adjudication or arbitration.
- Remeasurement and verification of quantities and supporting documentation submitted by the contractor.
- Monitor expenditure against the approved contract sum and budget and preparation of quarterly financial appraisals to brief the Client
- Assess variations, omissions and additions to the works and advising on all the cost

implications of proposed variations before approval.

- Assess claims relating to extension of time where they have financial implications and recommending to the Client.
- Receive application and verify release/retention calculations and other final financial adjustments and assist with project financial close-out.

XI. PROPOSED FEES

The AHP is a nationwide program implemented on a continuous basis and therefore the professionals in the consortia will be engaged on a rolling basis in multiple projects going on concurrently. In Consideration of the scope of work and its recurring nature based on developed typical designs and project templates, For the design and supervision of AHP projects, the professional fees will be as 2.5% of the contract sum exclusive VAT and shall be paid as per the schedule of fees under Appendix C of the contract and applied to each consultant as in the appendix. The disbursement and reimbursable shall be determined as directed by the existing guidelines in the Appendix C.

Appendix F – Sub Consultant Agreements/Joint Venture Agreements

[*Note*: This Appendix shall include the Sub Consultant Agreements/Joint Venture Agreements executed by the Consultant and its Sub Consultants/Joint Venture members.]

Appendix G – Assignment Allocation Criteria

This criterion is prepared to ensure allocation of work for all Consortia by promoting fairness and equity in distribution. To maintain balance, work distribution will be balanced using the following:

1. Consideration of the **value** of projects ensuring a maximum higher **limit of 10 billion** per consultants. A consultant with one or two projects amounting to **10B** will not be considered for another project until all other consultants have reached the limit of **10B**
2. Consideration of the **number of projects** with the **limits of 3 projects** per consortium as per the tender document. The committee to balance allocation of the projects to ensure fairness. The consultant may be allocated more than three projects which are within the same location for easier management subject to compliance with criteria No. 1 above.
3. Consideration of **regional balance** using the following regions: the Nairobi Metropolitan area, Cities, NEDI areas, and the remaining counties.

For project distribution, the forty-seven counties are categorized as follows:

- **Cities and Nairobi Metropolitan Area:** This Cities includes five counties namely Nairobi, Mombasa, Kisumu, Nakuru and Eldoret (Uasin Gishu) which have a higher demand and are considered for over 100,000 units. The Nairobi Metropolitan area Covers four counties of Kajiado, Machakos, Murang'a and Kiambu which are considered for over 50,000 units based on demand. Projects in this region will be distributed among all consultants. Once a project is allocated to each consortium, the subsequent project allocation will aim to balance the distribution based on project value.
- **NEDI (North Eastern Development Initiative) Areas:** This includes the ten counties in the Asal are which are considered as hardship areas namely: Samburu, Lamu, Garissa, Mandera, Marsabit, Turkana, We Pokot, Wajir, Isiolo and Tana River. Projects in this region will be distributed to ensure that at least ea consortium has a project within this category.
- **Remaining 28 Counties.** The projects in these counties shall be allocated to all consortia ensuring the regional balance. The counties are diverse in terms of social economic activities and variation on demand for the housing projects

4. For the Market Projects and the Institutional Projects, the allocation will be based on **proximity of the project to the already allocated AHP Projects** due to size of the Market project, geographical location and cost associated with Project and Construction management. While allocating the Markets and Institutional Housing Projects, priority is given to consultants overseeing the AHP projects in that region.

Note: ***During allocation, consideration will be done to ensure design consultants are not assigned to supervise projects they designed, in adherence to the checks and balances required by the public procurement and asset disposal regulations in Kenya (Section 49 and 59 of PPDA)***

APPENDIX G: STANDARD ALLOCATION OF ASSIGNMENT

FRAMEWORK AGREEMENT CONTRACT FOR PROCUREMENT OF CONSULTANCY SERVICES FOR PROJECT AND CONSTRUCTION MANAGEMENT FOR AFFORDABLE HOUSING

RFP NO. SDHUD/784/001/2026- 2029

This Framework Agreement ("Agreement") is entered into on this _____ day of the month of _____, 20___, between, on the one hand, State Department of Housing and Urban Development (herein after called the "Procuring Entity'') and, on the other hand, _____ (herein after called the ''Consultant'').

WHEREAS:

- The Procuring Entity intends to engage in Framework Agreement Contract for Procurement of Consultancy Services for Project and Construction Management for Affordable Housing;
- The Consultant and the Consortium Members have agreed to collaborate in providing the necessary services for the Project under this framework agreement;
- The_____and _____ have agreed the exclusion of fees previously paid on other consultancies which involved_____ amounting to 10% of 2.5% of the total applicable fees.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Consultant confirms as follows:

1. Framework Agreement: This Framework Agreement sets out the terms and conditions under which the Consultant agrees to provide services to the Procuring Entity for the Project.

2. Allocation of Assignment: The Consultant acknowledges and agrees that the allocation of specific assignments or tasks under this Agreement shall be at the sole discretion of the Procuring Entity. The Procuring Entity reserves the right to allocate, reallocate, or withdraw assignments among the Consultant as it deems appropriate for the successful completion of the Project.

The Procuring Entity will implement a structured and deliberate criterion prepared to ensure allocation of work for all Consortia by promoting fairness and equity in distribution. To maintain
balance, work distribution will be balanced using the following:

a. Consideration of the **value and Type** of projects ensuring **limit of Kenya Shillings Ten Billion** per consultant on the Housing Projects. A consultant with one or more housinghousing projects amounting to **Kenya Shillings Ten Billion** will not be considered for another housing project until all other consultants have reached the limit of **Kenya Shillings Ten Billion before a further tranche allocation**
b. **For ease of management of markets, student hostels, and other associated social and physical infrastructure, consultants may be allocated these projects based on geographical location and size of the projects not withstanding the set limit above.**

II. Consideration of the **number of projects** with the **limits of 3 projects** per consortium as per the tender document. The committee to balance allocation of the projects to ensure fairness. The consultant may be allocated more than three projects which are within the same location for ease of management.

III. Consideration of **regional balance** using the following regions: Cities and Nairobi Metropolitan area, NEDI areas, and the remaining counties.

For project distribution, the forty-seven counties are categorized as follows:

- **Cities and Nairobi Metropolitan Area:** The Cities includes Nairobi, Mombasa, Kisumu, Nakuru and Eldoret which have a higher demand and are considered for over 100,000 units. The Nairobi Metropolitan area Covers **four** counties of Kajiado, Machakos, Murang'a and Kiambu which are considered for over 50,000 units based on demand. Projects in this region will be distributed among all consultants. Once a project is allocated to each consortium, the subsequent project allocation will aim to balance the distribution based on project value.
- **NEDI (North Eastern Development Initiative) Areas:** This includes the **ten** counties in the Asal

  areas which are considered as hardship areas namely: Samburu, Lamu, Garissa, Mandera, Marsabit, Turkana, West Pokot, Wajir, Isiolo and Tana River. Projects in this region will be distributed to ensure that at least each consortium has a project within this category.
- **Remaining 28 Counties.** The projects in these counties shall be allocated to all consortia ensuring the regional balance. The counties are diverse in terms of social economic activities and variation on demand for the housing projects.

IV. Consideration of **proximity of the Market and the Institutional project to the already allocated AHP Projects** due to the size of the Market project, geographical location and cost associated with Project and Construction management. While allocating the Markets and Institutional Housing Projects, priority is given to consultants overseeing the AHP projects in that region.

To ensure a balance between design and supervision stages, any imbalance in work distribution will be addressed accordingly.

The allocation of projects will be communicated to the Consultants and the Consultants will in turn confirm acceptance of the allocated projects.

3. Roles and Responsibilities: The Consultant shall perform their respective roles and responsibilities as specified by the Procuring Entity in the Instructions to be issued from time to time in accordance with the terms and conditions of the framework agreement. The Consultant undertakes to facilitate and cause each Consortium Members to ensure the efficient and effective execution of the Project.

Signed

For and on behalf of: …… (Name of

Consultant or Name of a Joint Venture)
(Authorized Representative of the Consultant-name and signature) ……

Signature: _____

Name: _____

Title/Position: _____

Telephone: _____

Email: _____

WITNESS:

Signature: _____

Name: _____

Title/Position: _____

Telephone: _____

Email: _____

FORM SD - 1 –

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT, 2015.

I, …..... of Post Office Box..... being a resident of …….. in the Republic of.....do hereby make a statement as follows: -

1. **THAT** I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of.....(insert name of the Company) who is a Bidder in respect of Tender No.....for … .....(insert tender title/ description for..... (insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. **THAT** the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. **THAT** what is deponed to herein above is true to the best of my knowledge, information and belief.

……..…….. …… ……..
(Title) ***(Signature)*** ***(Date)***

Bidder's Official Stamp

FORM SD-2

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

I,……..…… P.O. Box. .....being a resident of ..... in the Republic of.....do hereby make a statement as follows: -

1. **THAT** I am the Chief Executive/Managing Director/Principal Officer/Director of..... *(insert name of the Company* who is a Bidder in respect of **Tender No. …….** ..... for..... *(Insert tender title/description) f*or. ..... *(insert name of the Procuring entity)* and duly authorized and competent to make this statement.

2. **THAT** the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of .....*(insert name of the Procuring entity)* which is the procuring entity.

3. **THAT** the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ..... *(name of the procuring entity).*

4. **THAT** the aforesaid Bidder will not engage/has not engaged in any corrosive practice with other bidders participating in the subject tender.

5. **THAT** what is deponed to herein above is true to the best of my knowledge information and belief.

……..…….. ……. ……..
(Title) ***(Signature)*** ***(Date)***

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I..... (Person) on behalf of (*Name of the Business/ Company/Firm*) ..... declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory.....

Sign…….....

Position..... .....

Office address…….

Telephone…….....…….

E-mail…….....……

Name of the Firm/Company…….....……

Date…….....……
(Company Seal/ Rubber Stamp where applicable)

Witness
Name …….....…….

Sign…….....……

Date……..... .....……

FORM SD - 1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT, 2015.

I, …..... of Post Office Box..... being a resident of …….. in the Republic of.....do hereby make a statement as follows: -

1. **THAT** I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of.....(insert name of the Company) who is a Bidder in respect of Tender No.....for … .....(insert tender title/ description for..... (insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. **THAT** the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. **THAT** what is deponed to herein above is true to the best of my knowledge, information and belief.

……..…….. …… ……..
(Title) ***(Signature)*** ***(Date)***

Bidder's Official Stamp

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

I,……..…… P.O. Box. .....being a resident of ..... in the Republic of.....do hereby make a statement as follows: -

1. **THAT** I am the Chief Executive/Managing Director/Principal Officer/Director of..... *(insert name of the Company* who is a Bidder in respect of **Tender No. …….** ..... for..... *(Insert tender title/description) f*or. .....*(insert name of the Procuring entity)* and duly authorized and competent to make this statement.

2. **THAT** the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of .....*(insert name of the Procuring entity)* which is the procuring entity.

3. **THAT** the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ..... *(name of the procuring entity).*

4. **THAT** the aforesaid Bidder will not engage/has not engaged in any corrosive practice with other bidders participating in the subject tender.

5. **THAT** what is deponed to herein above is true to the best of my knowledge information and belief.

……..…….. ……. ……..
(Title) ***(Signature)*** ***(Date)***

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I..... (Person) on behalf of (*Name of the Business/ Company/Firm*) ..... declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory.....

Sign…….....

Position..... .....

Office address…….

Telephone…….....…….

E-mail…….....……

Name of the Firm/Company…….....……

Date…….....……
(Company Seal/ Rubber Stamp where applicable)

Witness
Name …….....…….

Sign…….....……

Date……..... .....……

SECTION 6. CONDITIONS OF CONTRACT AND CONTRACT FORMS

Preface

1. This Section includes two types of standard contract forms for: A Lump-Sum Contract and a Time-Based Contract. Each type includes General Conditions of Contract ("GCC") that shall not be modified, and Special Conditions of Contract ("SCC"). The SCC includes clauses specific to each contract to supplement, but not over- write or otherwise contradict, the General Conditions of Contract.

2. Lump-Sum Contract. This type of contract is used mainly for assignments in which the scope and the duration of the Services and the required output of the Consultant are clearly defined. Payments are linked to outputs (deliverables) such as draft or final reports, drawings, bill of quantities, bidding documents, or software programs. Lump-sum contracts are easier to administer because they operate on the principle of a fixed price for a fixed scope, and payments are due on clearly specified out puts and milestones. Never the less, quality control of the Consultant's outputs by the Procuring Entity s paramount.

3. Time-Based Contract. This type of contract is appropriate when it is difficult to define or fix the scope and the duration of the services, either because they are related to activities carried out by others for which the completion period may vary, or because the input of the consultants required for attaining the objectives of the assignment is difficult to assess. In time-based contracts the Consultant provides services on a timed basis according to quality specifications, and Consultant's remuneration is determined on the basis of the time actually spent by the Consultant in carrying out the Services and is based on (i) agreed upon unit rates for the Consultant's experts multiplied by the actual time spent by the experts in executing the assignment, and (ii) reimbursable expenses using actual expenses and/or agreed unit prices. This type of contract requires the Procuring Entity to closely supervise the Consultant and to be involved in the daily execution of the assignment.

4. The templates are designed for use in assignments with consulting firms and shall not be used for contracting of individual experts. In some consultancy assignments such as design and construction supervision, both Lump- Sum and Time-Based Contracts are used and signed with the Consultant. In that case, the Lump-Sum Contract would apply for the design part of the Services while the construction supervision part would be based on a Time- Based Contract. In such event, both types of contracts shall be signed at the same time.

CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Contract

Consulting Services

for:

Contract No.:_____

Contract Description:_____

Between

_____*[Name of the Procuring Entity]*

and

_____*[Name of the Consultant]*

Date:

FORM OF CONTRACT - LUMP-SUM

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

This CONTRACT (herein after called the "Contract") is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Procuring Entity]* (herein after called the "Procuring Entity") and, on the other hand, *[name of Consultant]* (herein after called the "Consultant").

[If the Consultant consists of more than one entity, the above should be partially amended to read as follows: "… (hereinafter called the "Procuring Entity") and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Procuring Entity for all the Consultant's obligations under this Contract, namely, *[name of member]*and *[name of member]* (herein after called the "Consultant").]

WHEREAS

a) The Procuring Entity has requested the Consultant to provide certain consulting services as defined in this Contract (herein after called the "Services");
b) the Consultant, having represented to the Procuring Entity that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
c) We understand that the contract may be duplicated by a further _____number of assignments within the Republic of Kenya, subject to negotiations on any additional costs that may be incurred as a result of performing the assignment in different locations
d) the Procuring Entity has set aside a budget and funds toward the cost of the Services and intends to apply a portion of these funds towards payments under this Contract;
NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached here to shall be deemed to form an integral part of this Contract:
   a) Form of Agreement
   b) The Special Conditions of Contract;
   c) The General Conditions of Contract;
   d) Appendices:
      - Appendix A: Terms of Reference
      - Appendix B: Key Experts
      - Appendix C: Fee Framework and Breakdown of Contract Price
      - Appendix D: Framework Agreement
      - Appendix E: Framework for Engagement of Built Environment Professionals in Affordable Housing Programme
      - Appendix F: Sub-consultants Agreements/Joint Venture Agreements
      - Appendix G: Assignment Allocation Criteria
      - Appendix H: Internship Placement Schedule

   In the event of any inconsistency between the documents, the following order of precedence shall prevail: The Agreement, The Special Conditions of Contract; the General Conditions of Contract; Appendix A; Appendix B; Appendix C; Appendix D. Appendix E, Appendix F, Appendix G, Appendix H. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Procuring Entity and the Consultant shall be asset for thin the Contract, in particular:
   a) The Consultant shall carryout the Services in accordance with the provisions of the Contract; and
   b) the Procuring Entity shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHERE OF, the Parties here to 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 Procuring Entity] [Authorized Representative of the Procuring*

Entity-name, title and signature]

For and on behalf of..... *[Name of Consultant or Name of a Joint Venture] [Authorized Representative of the Consultant-name and signature]*

*[**Note**: For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]*

For and on behalf of each of the members of the Consultant..... *[Insert the Name of the Joint Venture] [Name of the lead member]*

[Authorized Representative on behalf of a Joint Venture] [Add signature blocks for each member if all are signing]

SECTION 7: GENERAL CONDITIONS OF CONTRACT

A. General Provisions

1. Definitions

I.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

a) "Applicable Law" means the laws and any other instruments having the force of law in Kenya.

b) "Consultant" means a legally-established professional consulting firm or entity selected by the Procuring Entity to provide the Services under the signed Contract.

c) "Contract" means the legally binding written agreement signed between the Procuring Entity and the Consultant and which includes all the attached documents listed in its paragraph1of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).

d) "Procuring Entity" means the Procuring Entity that signs the Contract for the Services with the selected Consultant.

e) "Day" means a working day unless indicated otherwise.

f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.

g) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.

h) "Foreign Currency" means any currency other than the currency of Kenya.

i) "GCC" mean these General Conditions of Contract.

j) "Government" means the government of Kenya.

k) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Entity for the performance of the Contract.

l) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV)was taken into account in the technical evaluation of the Consultant's proposal.

m) "Local Currency" means the Kenya Shillings, the currency of Kenya.

n) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part here of under the Contract.

o) "Party" means the Procuring Entity or the Consultant, as the case may be, and "Parties" means both of them.

p) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.

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

r) "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.

(t) "Third Party "means any person or entity other than the Government, the Procuring Entity, the Consultant or a Sub-consultant.

2. **Relationship between the Parties**

2.1 Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Procuring Entity and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3. Law Governing Contract

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

4. Language

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

5. Headings

5.1 The headings shall not limit, alter or affect the meaning of this Contract.

6. Communications

6.1 Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the English Language. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.

6.2 A Party may change its address for notice here under by giving the other Party any communication of such change to the address specified in the SCC.

1 Location

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

2 Authority of Member in Charge

2.1 In case the Consultant is a Joint Venture, the members hereby authorize them ember specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Procuring Entity under this Contract, including without limitation the receiving of instructions and payments from the Procuring Entity.

3 Authorized Representatives

3.1 Any action required or permitted to be taken, and any document required or permitted

to be executed under this Contract by the Procuring Entity or the Consultant may be taken or executed by the officials specified in the SCC.

4 Corrupt and Fraudulent Practices

4.1 The government requires compliance with its policy regarding corrupt and fraudulent/prohibited practices as set forth in its laws and policies.

4.2 Commissions and Fees-The Procuring Entity requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract by the Procuring Entity and/or sanctions by the PPRA.

B. Commencement, Completion, Modification and Termination of Contract

5 Effectiveness of Contract

5.1 This Contract shall come into force and effect on the date (the "Effective Date") of the Procuring Entity's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

6 Termination of Contract for Failure to Become Effective

6.1 If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty-two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect there to.

7 Commencement of Services

7.1 The Consultant shall confirm availability of Key Experts and begins carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

8 Expiration of Contract

8.1 Unless terminated earlier pursuant to Clause GCC19hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

9 Entire Agreement

9.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

10 Modifications or Variations

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

11 Force Majeure

a. Definition

11.1 For the purposes of this Contract," Force Majeure" means event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

11.2 Force Majeure shall not include (i) any event which his caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or over come in the carrying out of its obligations here under.

11.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required here under.

b. No Breach of Contract

11.4 The failure of a Party to fulfill any of its obligations here under shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be taken

11.5 A party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

11.6 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

a) 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.

b) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Procuring Entity, shall either:

c) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Procuring Entity, in reactivating the Services; or

d) Continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed or additional costs reasonably and necessarily incurred.

11.7 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.

12 Suspension

12.1 The Procuring Entity may, by written notice of suspension to the Consultant, suspend all payments to the Consultant here under if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i)shall specify the nature of the failure, and (ii) Shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

13 Termination

13.1 This Contract may be terminated by either Party as per provisions set up below:

a. By the Procuring Entity

13.1.1 The Procuring Entity may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence, the Procuring Entity shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in(a)through(d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days 'written notice in case of the event referred to in (f):

a If the Consultant fails to remedy a failure in the performance of its obligations here under, as specified in a notice of suspension pursuant to Clause GCC 18;

b If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go in to liquidation or receivership whether compulsory or voluntary;

c If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;

d If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

e If the Procuring Entity, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

f If the Consultant fails to confirm availability of Key Experts as required in Clause GCC13.

13.1.2 Furthermore, if the Procuring Entity determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive [or obstructive] practices, in competing for or in executing the Contract, then the Procuring Entity may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

a) The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Entity, in case of the occurrence of any of the events specified in paragraphs(a)through(d)of this Clause.

b) If the Procuring Entity fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC45.1withinforty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.

c) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.

d) If the Procuring Entity fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC45.1.

e) If the Procuring Entity is in material breach of its obligations pursuant to this

Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Procuring Entity of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC14, all rights and obligations of the Parties here under shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC22, (iii) the Consultant's obligation to permit in section, copying and auditing of their accounts and records set forth in Clause GCC25, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Procuring Entity, the Consultant shall proceed as provided, respectively, by Clauses GCC27or GCC28.

e. Payment up on Termination

19.1.6 Up on termination of this Contract, the Procuring Entity shall make the following payments to the Consultant:

a) Payment or Services satisfactorily performed prior to the effective date of termination; and

b) In the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. Obligations of the Consultant

16. General

a. Standard of Performance

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with the third parties.

20.2 The Consultant shall employandprovidesuchqualifiedandexperiencedExpertsandSub-consultants as are required to carry out the Services.

20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub- consultants as may be approved in advance by the Procuring Entity. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

b. Law Applicable to Services

20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

20.5 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in Kenya when

a As a matter of law or official regulations, Kenya prohibits commercial relations with that country; or

b by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

20.6. The Procuring Entity shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

21 Conflict of Interests

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

a. Consultant Not to Benefit from Commissions, Discounts, etc.

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC21.1.3,the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations here under, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Procuring Entity on the procurement of goods, works or services, the Consultant shall at all times exercise such responsibility in the best interest of the Procuring Entity. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Procuring Entity.

b. Consultant and Affiliates Not to Engage in Certain Activities

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub- consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

c. Prohibition of Conflicting Activities

21.1.4 The Consultant shall not engage and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

d. Strict Duty to Disclose Conflicting Activities

21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Procuring Entity, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

22 Confidentiality

22.1 Except with the prior written consent of the Procuring Entity, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or because of, the Services.

23 Liability of the Consultant

23.1 Subject to additional provisions, if any, set for in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.

24 Insurance to be taken out by the Consultant

24.1 The Consultant (i) shall take out and maintain and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Procuring Entity's request, shall provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC13.

25 Accounting, Inspection and Auditing

25.1 The Consultant shall keep and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

25.2 The Consultant shall permit and shall cause its Sub-consultants to permit, the PPRA and/ or persons appointed by the PPRA to inspect the Site and /or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PPRA if requested by the PPRA. The Consultant's attention is drawn to Clause GCC10 which provides, interlaid, that acts intended to materially impede the exercise of the PPRA's inspection and audit rights provided for under this ClauseGCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of in eligibility under the PPRA's prevailing sanctions procedures.)

26 Reporting Obligations

26.1 The Consultant shall submit to the Procuring Entity the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix.

27 Proprietary Rights of the Procuring Entity in Reports and Records

27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting

records or material compiled or prepared by the Consultant for the Procuring Entity in the course of the Services shall be confidential and become and remain the absolute property of the Procuring Entity. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Entity, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Procuring Entity.

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Procuring Entity's prior written approval to such agreements, and the Procuring Entity shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

28 Equipment, Vehicles and Materials

28.1 Equipment, vehicles and materials made available to the Consultant by the Procuring Entity or purchased by the Consultant wholly or partly with funds provided by the Procuring Entity, shall be the property of the Procuring Entity and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Procuring Entity an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Procuring Entity's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Procuring Entity in writing, shall insure them at the expense of the Procuring Entity in an amount equal to their full replacement value.

28.2 Any equipment or materials brought by the Consultant or its Experts into Kenya for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

D. Consultant's Experts and Sub-consultants

29 Description of Key Experts

29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in Appendix B.

30 Replacement of Key Experts

30.1 Except as the Procuring Entity may otherwise agree in writing, no changes shall be made in the Key Experts.

30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical in capacity. In such case, the Consultant shall forth with provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

31 Removal of Experts or Sub-consultants

31.1 If the Procuring Entity finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or

shall the Procuring Entity determine that Consultant's Expert of Sub consultant have engaged in corrupt, fraudulent, collusive, coercive [or obstructive] practice while performing the Services, the Consultant shall, at the Procuring Entity's written request, provide a replacement.

31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Procuring Entity to be in competent or in capable in discharging assigned duties, the Procuring Entity, specifying the grounds therefore, may request the Consultant to provide a replacement.

31.3 Any replacement of the removed Experts or Sub consultants shall possess better qualifications and experience and shall be acceptable to the Procuring Entity.

31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. Obligations of the Procuring Entity

32 Assistance and Exemptions

32.1 Unless otherwise specified in the SCC, the Procuring Entity shall use its best efforts to:

a Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.

b Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Kenya while carrying out the Services under the Contract.

c FacilitatepromptclearancethroughcustomsofanypropertyrequiredfortheServicesandoft hepersonal effects of the Expert sand their eligible dependents.

d Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.

e Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in Kenya according to the applicable law in Kenya

f Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in Kenya, of bringing in to Kenya reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.

g Provide to the Consultant any such other assistance as may be specified in the SCC.

33 Access to Project Site

33.1 The Procuring Entity warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Procuring Entity will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

34 Change in the Applicable Law Related to Taxes and Duties

34.1 If, after the date of this Contract, there is any change in the applicable law in Kenya with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 39.1

35 Services, Facilities and Property of the Procuring Entity

35.1 The Procuring Entity shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.

36 Counterpart Personnel

36.1 The Procuring Entity shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Procuring Entity with the Consultant's advice, if specified in Appendix A.

36.2 Professional and support counterpart personnel, excluding Procuring Entity's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work as signed to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Entity shall not unreasonably refuse to act upon such request.

37 Payment Obligation

37.1 In consideration of the Services performed by the Consultant under this Contract, the Procuring Entity shall make such payments to the Consultant for the deliverables specified in Appendix A and in such manner as is provided by GCCF below.

F. Payments to the Consultant

38 Contract Price

38.1 The Contract price is fixed and is set forth in the SCC. The Contract price breakdown is provided in Appendix C.

38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in Appendix A.

39 Taxes and Duties

39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC. Currency of Payment

39.2 Any payment under this Contract shall be made in the currency (ies) of the Contract.

40 Mode of Billing and Payment

40.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.

40.2 The payments under this Contract shall be made in lump-sum installments against

deliverables specified in Appendix A. The payments will be made according to the payment schedule stated in the SCC.

40.2.1 *Advance payment:* Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Procuring Entity in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (I) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix D, or in such other form as the Procuring Entity shall have approved in writing. The advance payments will be set off by the Procuring Entity in equal portions against the lump-sum installments specified in the SCC until said advance payments have been fully set off.

40.2.2 *The Lump-Sum Installment Payments*. The Procuring Entity shall pay the Consultant within sixty (60) days after the receipt by the Procuring Entity of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Procuring Entity does not approve the submitted deliverable(s) as satisfactory in which case the Procuring Entity shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and there after the fore going process shall be repeated.

40.2.3 *The Final Payment:* The final payment under this Clause shall be made only after the final report has been submitted by the Consultant and approved as satisfactory by the Procuring Entity. The Services shall then be deemed completed and finally accepted by the Procuring Entity. The last lump-sum installment shall be deemed approved for payment by the Procuring Entity within ninety (90) calendar days after receipt of the final report by the Procuring Entity unless the Procuring Entity, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and there after the fore going process shall be repeated.

40.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

40.2.5 With the exception of the final payment under 40.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations here under.

41 Interest on Delayed Payments

41.1 If the Procuring Entity had delayed payments beyond thirty (30) days after the due date stated in Clause GCC 41.2.2, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

G. Fairness and Good Faith

42 Good Faith

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

H. Settlement of Disputes

43 Amicable Settlement

43.1.2 The Parties shall seek to resolve any dispute amicably by mutual consultation.

43.1.3 If either Party objects to any action or in action of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 45.1 shall apply.

44 Dispute Resolution

44.1.2 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

45 Framework Agreement

45.1.2 The Parties shall enter into this contract as a Framework Agreement within 28 days after the Contractor receives the Letter of Acceptance, unless the Particular Conditions establish otherwise. The Framework Agreement shall be based upon FORM No. 3 – FRAMEWORK AGREEMENT annexed to the Particular Conditions. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Framework Agreement shall be borne by the Procuring Entity.

45.1.3 The Framework Agreement establishes the terms and conditions that will govern the contract awarded during the term of the Framework Agreement. The Framework Agreement establishes for the procurement works by package as and when required, over the specified period of time. The Framework Agreement does not commit a Procuring Entity to procure, nor a Firm to supply. The Framework Agreement allows the Procuring Entity to call the Contractor to commence the works on a package in a specified location within the duration of the agreement.

45.1.4 This Framework Agreement does not guarantee the contractor of being called for a contract to start and no commitment is made with regard to possible number of packages to carried out.

45.1.5 This Framework Agreement does exclude the Procuring Entity from the right to procure the same Works from other firms.

45.1.6 This Framework Agreement does not stop the Procuring Entity from removing the contractor from the same Agreement.

45.1.7 FAs shall be established for a maximum period of three (3) years. The Procuring Entity may with the Consent of the Contractor extend this Agreement if the agreement period is less than three (3) years, if the initial engagement has been satisfactory.

45.1.8 **Call-off Contracts;** for work on a package to start, the Procuring Entity shall issue a notice of acceptance of a particular package requesting the contractor to furnish a Performance Security and to start the works thereafter, and providing the contractor with details of location where the works, are to be carried out. The call-off statement shall specify the objectives, tasks, deliverables, timeframes and price or price mechanism. The price for individual call-off contracts shall be based on the prices detailed in the Framework Agreement.

SECTION 8: SPECIAL CONDITIONS OF CONTRACT

III. SPECIAL CONDITIONS OF CONTRACT

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Contract shall be construed in accordance with the law of Kenya
4.1	The language is: English
6.1 and 6.2	The addresses are *[fill in at negotiations with the selected firm]*: Procuring Entity: ***State Department for Housing and Urban Development*** ***P.O Box 30119 - 00100, Nairobi*** Attention: ***Principal Secretary, State Department for Housing and Urban Development*** Facsimile: ***N/A*** E-mail: ***procurement1@housingandurban.go.ke*** Consultant: .... *[Address]*.. Attention: ***Managing Director*** Telephone: .... Facsimile: .... E-mail: ,,,
8.1	*[If the Consultant consists only of one entity, state "N/A"; OR* *If the Consultant is a Joint Venture consisting of more than one entity, the name of the* *JV member whose address is specified in Clause SCC6.1 should be inserted here.]* The Lead Member on behalf of the JV is .... *P.O BOX* ....

9.1	The Authorized Representatives are: For the Procuring Entity: ***Director Housing Department, State Department for Housing and Urban Development, P.O Box 30119 – 00100, Nairobi*** For the Consultant: …… *[Email]* ……
11.1	The effectiveness conditions are the following: *N/A*
Number of GC Clause	**Amendments of, and Supplements to, Clauses in the General Conditions of Contract**
12.1	Termination of Contract for Failure to Become Effective: The time period shall be _____ *30 days*.
13.1	Commencement of Services: The number of days shall be_____ *14 days* Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Procuring Entity in writing as a written statement signed by each Key Expert.
14.1	Expiration of Contract: a) The time period shall be 36 months; and b) *One month after issuance of certificate of making good defects for the last contract supervised by the consultant or 3 months after termination of referenced contract (between the Procuring Entity and Contractor whichever comes first]*
21.1.3.	The Procuring Entity reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3 **Yes**

23.1	The following limitation of the Consultant's Liability towards the Procuring Entity can be subject to the Contract's negotiations: "Limitation of the Consultant's Liability towards the Procuring Entity: (a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the

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

	Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Procuring Entity's property, shall not be liable to the Procuring Entity: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds two times the total value of the Contract; (b) This limitation of liability shall not (i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services; (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law. *[Notes to the Procuring Entity and the Consultant:* *Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Procuring Entity prior to accepting any changes to what was included in the issued RFP.* *To be acceptable to the Procuring Entity, any limitation of the Consultant's liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Procuring Entity, and (b) the Consultant's ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant's liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and reimbursable expenses. A* statement *to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable to the Procuring Entity. Also, the Consultant's liability should never be limited for loss or damage caused by the Consultant's gross negligence or willful misconduct.* *The Procuring Entity does not accept a provision to the effect that the Procuring Entity shall indemnify and hold harmless the Consultant against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Procuring Entity to the extent permissible by the law applicable in Kenya.]*

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
24.1	The insurance coverage against the risks shall be as follows: a) A limit of liability for any particular project shall be a maximum of 75% of the total consultants' fees for that particular projects (a) Professional liability insurance, with a maximum coverage of Kshs 100M jointly to the Consortium Members ____
27.1	The additional rights to the use of the documents are: *[N/A]*
27.2	*N/A*
32.1 a) through f)	*N/A*
32.1 (g)	*N/A*
38.1	The Contract price is: as per Fee Framework and Breakdown of Contract Price Appendix C: exclusive VAT. Any local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be paid by the Consultant. The amount of such taxes is as provided by the Kenya Revenue Authority for this kind of services
39.1	*Not Applicable*

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

40.2	The payment schedule: This sub-clause shall be read together with Appendix C 1.0 **Design fees** – payable 1.1 10% of 2.5% of the amount shall be paid on site planning, customization of designs and bill of quantities, preparation and compilation of tender documents, evaluation and review of reports, negotiation and preparation of contract documents and on successful award of the contractor as supported under Schedule 1. The payment shall be done to the designing consultant in two stages: **Stage I. 85% of 0.25% (10% of 2.5%)** of the QS Estimate (Engineers Estimate) is payable on issuance of an acceptance certificate by the Client for the project design documentation which includes but not limited to A. Prefeasibility Study Report (Size A4 Layout, 5 Copies) B. Project Design Report (Size A4 layout, 5 Copies) in the format provided and containing the following sections: B.1. Project Data Sheet B.2. Design Reports: i. Architect Design Report ii. Structural Engineer Design Report iii. Electrical Engineer Design Report iv. Mechanical Engineer Design Report v. Quantity Surveyor Report B.3. Project Exception Report C. Final Design Drawings C.1. Schedule of Drawings (Size A4 layout, 5 Copies) C.2. Project Drawings (Size A3 layout, 5 Copies) C.2.1. Architectural drawings C.2.2. Schedules & Details C.2.3. 3D renders C.2.4. Block and Unit Numbering Plan C.2.5. Structural drawings C.2.6. Bar Bending Schedules C.2.7. Civil works drawings C.2.8. Mechanical drawings C.2.9. Electrical drawings D. Final Design Bills of Quantities (Size A4 layout, 5 copies) C.1 Bidder's Bills of Quantities C.2 Provisional Sums Bills of Quantities for Builder's Work i. Jua Kali item BQs C.3 . Provisional Sums Bills of Quantities for Electrical Components i. Lifts ii. Generators iii. CCTVs iv. LV Switchboard v. MATV vi. Structured Cabling

	C.4 . Mechanical Components i. Sanitary Fittings ii. Pumps iii. Borehole iv. Water-tanks v. Hose Reels E. Priced /Estimate Bills of Quantities (Size A4 layout, 5 copies) D.1 Pretender Estimate Bills of Quantities D.2 Priced Bills of Quantities for the Builder's Work Provisional Sums D.3 Priced Bills of Quantities for Electrical Work's Provisional Sums D.4 Priced Bills of Quantities for Mechanical Work's Provisional Sums F. Digital Submission (Soft Copy Submission) F.1. Digital medium (drive) containing all the information email of the zip file to SDHUD **Stage II: 85% of 0.25% (10% of 2.5%)** of the contract sum. The balance of design fees based on the Construction Contract Amount is due Upon 1. Award to the contractor of the project 2. And successful handover by the Design Consultant to the Supervising Consultant, duly confirmed through the signing of the handover forms by the Project Manager/Project Manager's Representative.

<table>
<tr>
<td>40.2</td>
<td>
2.0 Supervision fees
90% of 2.5% shall be expended on project management and supervision in the duration of the contract.

The Payment shall be done by SDHUD as follows and Schedule 2

<table>
<tr><th>Element</th><th>Percentage payable</th></tr>
<tr><td>5 % of the Supervision Fees</td><td>Upon Submission of the Inception Report</td></tr>
<tr><td>45% of the supervision Fees</td><td>Time-based Fees payable quarterly spread over the contract period plus 6 months or by practical completion whichever comes first.</td></tr>
<tr><td>45% of the supervision Fees</td><td>Value based Fees payable on progress of works on site Payments shall be made quarterly</td></tr>
<tr><td>5 % of the Supervision Fees</td><td>End of Defects Liability Period</td></tr>
</table>

Note: Both the Time based and Value based fees will be done simultaneously
• An additional fee may be payable for every quarter beyond 6 months after the expiration of the initial project contract period from monies recovered in form of liquidated damages from the contractor as stipulated.
• Copy of this signed contract
• Quarterly progress report for the quarter under discussion to include minutes
• Copy of interim certificates processed within the quarter where applicable
• Updated cash flow as per the current program of works
• Quarterly financial appraisal
• Form of Submission of Project File (Duly signed and stamped by SDHUD)
</td>
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<tr>
<td>40.2.1</td>
<td>No advance Payment shall be paid</td>
</tr>
</table>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
40.2.4	The accounts are: …… for foreign currency: *[N/A].* for local currency: *[……].*
41.1	The interest rate is: *as guided by the provision of PPADA, 2015 and the existing regulations*

44.1	Disputes shall be settled by arbitration in accordance with the following provisions: 1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to ***Nairobi Centre for International Arbitration*** for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, *Nairobi Centre for International Arbitration* shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. (b) Where the Parties do not agree that the dispute concerns a technical matter, the Procuring Entity and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by *Nairobi Centre for International Arbitration* (c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the *Nairobi Centre for International Arbitration* to appoint a sole

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	2. Rules of Procedure. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract. 3. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator. 4. Nationality and Qualifications of Arbitrators. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country *[If the Consultant consists of more than one entity, add:* or of the home country of any of their members or Parties*]* or of the Government's country. For the purposes of this Clause, "home country" means any of: a) the country of incorporation of the Consultant *[If the Consultant consists of more than one entity, add:* or of any of their members or Parties*]*; or b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract. 5. Miscellaneous. In any arbitration proceeding hereunder: a. proceedings shall, unless otherwise agreed by the Parties, be held in Kenya b. the English language shall be the official language for all purposes; and c. the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

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

1.1(a)	The Contract shall be construed in accordance with the law of Kenya
4.1	The language is: English

Number of GC Clause	**Amendments of, and Supplements to, Clauses in the General Conditions of Contract**
6.1 and 6.2	The addresses are *[fill in at negotiations with the selected firm]*: **For Procuring Entity** **The Principal Secretary,** State Department for Housing and Urban Development Ardhi House, 1st Ngong Avenue P.O. Box 30119 -00100 Nairobi Tel: +254 020 271 3833 Email: **procurement1@housingandurban.go.ke** **For the Service Provider** Consultant: _____ Attention: _____ Facsimile: _____ E-mail: _____
8.1	*[If the Consultant consists only of one entity, state "N/A";* *OR* *If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]* The Lead Member on behalf of the JV is _____*[insert name of the member] (to be included during contract perpetration)*
9.1	The Authorized Representatives are: For the Procuring Entity: ***The Principal Secretary,*** ***State Department for Housing and Urban Development*** For the Consultant: *[name, title]* *(to be included during contract perpetration)*
11.1	The effectiveness conditions are the following: *N/A*
12.1	Termination of Contract for Failure to Become Effective: The time period shall be 1 Month

13.1	Commencement of Services: The number of days shall be: **From the date of contract signing** Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Procuring Entity in writing as a written statement signed by each Key Expert.
14.1	Expiration of Contract: The time period shall be: **From contract signing date**

Number of GC Clause	**Amendments of, and Supplements to, Clauses in the General Conditions of Contract**
21.1.3.	The Procuring Entity reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3: **Yes**
23.1	The following limitation of the Consultant's Liability towards the Procuring Entity can be subject to the Contract's negotiations: "Limitation of the Consultant's Liability towards the Procuring Entity: (a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Procuring Entity's property, shall not be liable to the Procuring Entity: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds two times the total value of the Contract; (b) This limitation of liability shall not (i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services; (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law.

24.1	The insurance coverage against the risks shall be as follows: ***to be included during contract perpetration*)** *[Delete what is not applicable except (a)].* (a) Professional liability insurance, with a minimum coverage of _____ *[insert amount and currency which should be not less than the total ceiling amount of the Contract]*; (b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Procuring Entity's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of *[insert amount and currency or state "in accordance with the applicable law in the Procuring Entity's country"]*; (c) Third Party liability insurance, with a minimum coverage of *[insert amount and currency or state "in accordance with the applicable law in Kenya"]*; (d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the Applicable Law in Kenya, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's

Number of GC Clause	**Amendments of, and Supplements to, Clauses in the General Conditions of Contract**
	property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
27.1	The additional rights to the use of the documents are: **This shall be done under applicable laws**

27.2	The Consultant shall not use these *[insert what applies……. documents and software….]* for purposes unrelated to this Contract without the prior written approval of the Procuring Entity.] *to be included during contract perpetration*) *[OR]* [The Procuring Entity shall not use these *[insert what applies……. documents and software……]* for purposes unrelated to this Contract without the prior written approval of the Consultant.] *[OR]* [Neither Party shall use these *[insert what applies……. documents and software……]* for purposes unrelated to this Contract without the prior written approval of the other Party.]
32.1 (a) through (f)	*[List here any changes or additions to Clause GCC 32.1. If there are no such changes or additions, indicate Not Applicable.] NOT APPLICABLE*
32.1(g)	*[List here any other assistance to be provided by the Procuring Entity. If there is no such other assistance, indicate Not Applicable for this Clause SCC 32.1(g).] NOT APPLICABLE*
38.1	The Contract price is: _____ *[insert amount and currency for each currency as applicable] [indicate:* inclusive *or* exclusive*]* of local taxes. *to be included during contract perpetration*) Any local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall *[insert as appropriate:* "be paid*" or* "reimbursed*"]* by the Procuring Entity *[insert as appropriate:* "for "or "to*"]* the Consultant. The amount of such taxes is _____ [insert the amount as finalized at the Contract's negotiations on the basis of the tax amounts provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal. *to be included during contract perpetration*)

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

39.1 and 39.2	The Procuring Entity warrants that *[choose one applicable option consistent with the ITC 16.3 and the outcome of the Contract's negotiations (Form FIN-2] If ITC16.3 indicates a tax exemption status, include the following:* "the Consultant, the Sub-consultants and the Experts shall be exempt from" *OR* *If ITC16.3 does not indicate the exemption and, depending on whether the Procuring Entity shall pay the withholding tax or the Consultant has to pay, include the following:* "the Procuring Entity shall pay on behalf of the Consultant, the Sub-consultants and the Experts,*" OR* "the Procuring Entity shall reimburse the Consultant, the Sub-consultants and the Experts*"]* any taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Procuring Entity's country, on the Consultant, the Sub-consultants and the Experts in respect of: (a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of Kenya), in connection with the carrying out of the Services; (b) any equipment, materials and supplies brought into Kenya by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them; (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Procuring Entity and which is treated as property of the Procuring Entity; (d) any property brought into Kenya by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of Kenya), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Procuring Entity's country, provided that: (i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of Kenya in importing property into Kenya; and (ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Procuring Entity's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of Kenya, or (b) shall reimburse them to the Procuring Entity if they were paid by the Procuring Entity at the time the property in question was brought into the Procuring Entity's country.
40.2	The payment schedule: ***to be included during contract preparation*)** *[Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A]* 1st payment: *[insert the amount of the installment, percentage of the total Contract price, and the currency. If the first payment is an advance payment, it shall be made against the bank guarantee for the same amount as per GCC 41.2.1]. E.g., "Twenty (20) percent of the lumpsum contract price shall be*

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

	paid upon submission and approval of the Inception Report 2nd payment: Example: Sixty (60) percent of the lumpsum Contract Price shall be paid upon submission of an acceptable Draft Report. 3rd and Final Payment: Example: Twenty (20) percent of the lumpsum Contract Price shall be paid upon submission and approval of the Final Report. *[Total sum of all installments shall not exceed the Contract price set up in SCC38.1. Every Payment shall be subject to (i) submission to the Procuring Entity of the prerequisite Report and/or payment request documents, and, (ii) approval and acceptance of the said reports and documents by the Procuring Entity]*
40.2.1	*[The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies)]* The following provisions shall apply to the advance payment and the advance bank payment guarantee: (1) An advance payment [of *[insert amount]* in foreign currency] [and of *[insert amount]* in Kenya Shillings] shall be made within *[insert number]* days after the receipt of an advance bank payment guarantee by the Procuring Entity. The advance payment will be set off by the Procuring Entity in equal portions against [list the payments against which the advance is offset]. (2) The advance bank payment guarantee shall be in the amount and in the currency of the currency (ies) of the advance payment. (3) The bank guarantee will be released when the advance payment has been fully set off.
40.2.4	The accounts are: ***to be included during contract Preparation***) for foreign currency: *[insert account].* for local currency: *[insert account].*
41.1	The interest rate is: *[insert rate].*
44.1	Disputes shall be settled by arbitration in accordance with the following provisions: 1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to *[name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland]* for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, *[insert the name of the same professional body as above]* shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. (b) Where the Parties do not agree that the dispute concerns a technical matter, the Procuring Entity and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by *[name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.]*. (c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the *[name the same appointing authority as in said paragraph (b)]* to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.
	2. Rules of Procedure. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract. 3. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator. 4. Nationality and Qualifications of Arbitrators. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country *[If the Consultant consists of more than one entity, add:* or of the home country of any of their members or Parties*]* or of the Government's country. For the purposes of this Clause, "home country" means any of:

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	(a) the country of incorporation of the Consultant *[If the Consultant consists of more than one entity, add:* or of any of their members or Parties*]*; or (b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or (c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or (d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.
	5. Miscellaneous. In any arbitration proceeding hereunder: (a) proceedings shall, unless otherwise agreed by the Parties, be held in *[select a country which is neither the Procuring Entity's country nor the Consultant's country]*; (b) the *[type of language]* language shall be the official language for all purposes; and (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

SECTION 9: APPENDICES

Appendix A – Terms of Reference

[*Note*: This Appendix shall include the final Terms of Reference (TORs) worked out by the Procuring Entity and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Procuring Entity's input, including counterpart personnel assigned by the Procuring Entity to work on the Consultant's team; specific tasks or actions that require prior approval by the Procuring Entity.

Insert the text based on the Section 5 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 of the Consultant's Proposal. Highlight the changes to Section 5 of the RFP]

……

Appendix B - Key Experts

[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

……

Appendix C – Remuneration Cost Estimates

1. **Monthly rates for the Experts:**

   [Insert the table with the remuneration rates. The table shall be based on [Form FIN-3] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3] at the negotiations or state that none has been made.]

2. *[When the Consultant has been selected under Quality-Based Selection method, or the Procuring Entity has requested the Consultant to clarify the breakdown of very high remuneration rates at the Contract's negotiations also add the following:*

   "The agreed remuneration rates shall be stated in the attached Form: Breakdown of Agreed Fixed Rates in Consultant's Contract. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP "Consultants' Representations regarding Costs and Charges" submitted by the Consultant to the Procuring Entity prior to the Contract's negotiations.

   Should these representations be found by the Procuring Entity (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially in complete or in accurate, the Procuring Entity shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially in complete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Procuring Entity before any such modification,(i) the Procuring Entity shall been titled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Procuring Entity to the Consultants, the Consultants shall reimburse to the Procuring Entity any excess payment with in thirty (30)days of receipt of a written claim of the Procuring Entity. Any such claim by the Procuring Entity for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Entity of a final report and a final statement approved by the Procuring Entity in accordance with Clause GCC45. 1(d) of this Contract."

BREAKDOWN OF AGREED FIXED RATES IN CONSULTANT'S CONTRACT

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

*(Expressed in [insert name of currency]) **

Experts		*1*	*2*	*3*	*4*	*5*	*6*	*7*	*8*
Name	*Position*	*Basic Remuneration rate per Working Month/Day/ Year*	*Social Charges[1]*	*Overhead[1]*	*Subtotal*	*Profit[2]*	*Away from Home Office Allowance*	*Agreed Fixed Rate per Working Month/Day/ Hour*	*Agreed Fixed Rate per Working Month/Day/ Hour[1]*
Home									
Work in Kenya									

Expressed as percentage of 1
1 Expressed as percentage of 4
** If more than one currency, add a table*

*Signature*_____*Date*_____

*Name and Title:*_____

Appendix D: Reimbursable Expenses Cost Estimates

1. {Insert the table with the Reimbursable Expenses rates. The table shall be based on [Form FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The foot note shall list such changes made to [FormFIN-4] at the negotiations or state that none has been made.]

2. All reimbursable expenses shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and in no event shall reimbursement be made in excess of the Contract amount.

Appendix E: Form Of advance Payments Guarantee

[*Note:* See Clause GCC 41.2 and

SCC41.2] Bank Guarantee for

Advance Payment
_____*[Bank's Name and Address of Issuing Branch or Office]*
Beneficiary:_____*[Name and Address of Procuring Entity]* Date:_____

ADVANCE PAYMENT GUARANTEE No._____

We have been informed that_____*[name of consultant or a name of the Joint Venture, same as appears on the signed Contract]* (herein after called" the Consultant") has entered into Contract No._____*[Reference number of the contract] dated*_____ _____with you, for the provision of_____*[brief description of Services]* (hereinafter called" the Contract").

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

At the request of the Consultant, we_____*[name of bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of_____*[amount in figures]* () *[amount in words]*[1] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant are in breach of their obligation under the Contract because the Consultant have used the advance payment for purposes other than toward providing the Services under the Contract.
Itisaconditionforanyclaimandpaymentunderthisguaranteetobemadethattheadvancepaymentreferredto above must have been received by the Consultant on their account number__at *[name and address of bank]*.

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

Consequently, any demand for payment under this guarantee must be received by us at this

office on or before that date. This guarantee is subject to the Uniform Rules for Demand

Guarantees, ICC Publication No.758.

[Signature (s)]

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

---

[1] *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency (ies) of the advance payment as Specified in the Contract, or in a freely convertible currency acceptable to the Procuring Entity.*
[2] *Insert the expected expiration dates. In the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the procuring Entity might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Procuring Entity's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

SECTION 10. NOTIFICATION FORMS

1. NOTIFICATION OF INTENTION TO AWARD

Procuring Entity:_____*[insert the name of the Entity]* Contract title:_____*[insert the name of the contract]* RFP No:_____*[insert RF Preference number]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

a) Request a debriefing in relation to the evaluation of your Proposal, and/or

b) Submit a Procurement-relatedComplaintinrelationtothedecisiontoawardthecontract.

The successful Consultant

Name:	[*insert name of successful Consultant*]
Address:	[*insert address of the successful Consultant*]
Contract price:	[*insert contract price of the successful Consultant*]

i) Short listed Consultants

[INSTRUCTIONS: insert names of all short-listed Consultants and indicate which Consultants submitted Proposals. Where the selection method requires it, state the price offered by each Consultant as readout, and as evaluated. Include overall technical scores and scores assigned for each criterion and sub-criterion.]

	Submitted Proposal	**Overall technical score**	**Financial Proposal Price**	**Evaluated Financial Proposal Price (If applicable)**	**Combined Score and ranking (if applicable)**
[*insert name*]	[*yes/no*]	Criterion (i): [*insert score*] Criterion (ii): [*insert score*] Criterion (iii): [*insert score*] Sub-criterion a: 1: [*insert score*] 2: [*insert score*] 3: [*insert score*] Sub-criterion b: 1: [*insert score*] 2: [*insert score*] 3: [*insert score*] Sub-criterion c: ……etc. Criterion (iv): [*insert score*] Criterion (v): [*insert score*] Total score: [*insert score*]	[*Proposal price*]	[*evaluated price*]	Combined Score: [*combined score*] Ranking: [*ranking*]
[*insert name*]	[*yes/no*]	Criterion (i): [*insert score*] Criterion (ii): [*insert score*] Criterion (iii): [*insert score*]	[*Proposal price*]	[*evaluated price*]	Combined Score: [*combined*

		Sub-criterion a: 1: [*insert score*] 2: [*insert score*] 3: [*insert score*] Sub-criterion b: 1: [*insert score*] 2: [*insert score*] 3: [*insert score*] Sub-criterion c: ……..etc. Criterion (iv): [*insert score*] Criterion (v): [*insert score*] Total score: [*insert score*]			*score*] Ranking: [*ranking*]
[*insert name*]	[*yes/no*]	Criterion (i): [*insert score*] Criterion (ii): [*insert score*] Criterion (iii): [*insert score*] Sub-criterion a: 1: [*insert score*] 2: [*insert score*] 3: [*insert score*] Sub-criterion b: 1: [*insert score*] 2: [*insert score*] 3: [*insert score*] Sub-criterion c: ……etc. Criterion (iv): [*insert score*] Criterion (v): [*insert score*] Total score: [*insert score*]	[*Proposal price*]	[*evaluated price*]	Combined Score: [*combined score*] Ranking: [*ranking*]
[*insert name*]	…..	….	….	….	…..

(ii) **Reason/s why your Proposal was unsuccessful** [*Delete if the combined score already reveals the reason*].

[INSTRUCTIONS; State the reason/s why this Consultant's Proposal was unsuccessful. Do NOT include: (a) a point-by-point comparison with another Consultant's Proposal or (b) information that is marked confidential by the Consultant in its Proposal.]

iii) **How to request a debriefing** [*This applies only if your proposal was unsuccessful as stated under point (3) above*].

DEADLINE: The deadline to request a debriefing expires at midnight on [*insert date*] (local time). You may request a debriefing in relation to the results of the evaluation of your Proposal. If you decide to request a debriefing your written request must be made within five (5) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Consultant, contact details; and address the request for debriefing as follows:
Attention: [*insert full name of person, if applicable*]
Title/position: [*insert title/position*]
Agency: [*insert name of Procuring Entity*]
Email address: [*insert email address*]
Fax number: [*insert fax number*] *delete if not used*

If your request for a debriefing is received within the 5 Business Days deadline, we will provide

the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.
The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time. If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fourteen (14) Business Days from the date of publication of the Contract Award Notice.

(iv) How to Make a Complaint

DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, [*insert date*] (local time).
Provide the contract name, reference number, name of the Consultant, contact details; and address the Procurement-related Complaint as follows:
Attention: [*insert full name of person, if applicable*]
Title/position: [*insert title/position*]
Agency: [*insert name of Procuring Entity*]
Email address: [*insert email address*]
Fax number: [*insert fax number*] *delete if not used*
[At this point in the procurement process] [Upon receipt of this notification] you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.
In summary, there are four essential requirements:
You must be an 'interested party'. In this case, that means a Consultant who has submitted a Proposal in this selection process and is the recipient of a Notification of Intention to Award.
The complaint can only challenge the decision to award the contract.
You must submit the complaint within the deadline stated above.
You must include, in your complaint, all of the information required by the Procuring Entity.

(v) Standstill Period
DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).
The Standstill Period lasts ---- (specify the number of business days as per Data Sheet 30.1) Business Days as specified in the Data Sheet after the date of transmission of this Notification of Intention to Award.
The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens, we will notify you of the extension.

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of_____[*insert the name of the Procuring Entity*]: Signature:_____

_____Name:_____

_____Title/position: _____

Telephone: _____

Email: _____

2. REQUEST FOR REVIEW

FORM FOR REVIEW (r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO……. OF…….….20…….. .

BETWEEN

………**APPLICANT**

AND

……RESPONDENT (Procuring Entity)

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

REQUEST FOR REVIEW

I/We……, the above-named Applicant(s), of address: Physical address…….P. O. Box 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.

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

1.

2.

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

3. LETTER OF AWARD

*[use letterhead paper of the Procuring Entity] [date]*_____To: _____*[name and address*

of the winning Consultant] Subject: *Notification of Award Contract No.....*

This is to notify you that your Proposal dated_____*[insert date]* for consulting services for *[name of the assignment] as* negotiated with you on_____for the contract amount of
_____*[Insert amount in numbers and words and name of currency]* is here by accepted by our agency.

You are requested to:(i) sign and return the Framework Agreement attached here with within eight (8) Business Days from the date of receipt of this notification; and (ii) furnish the additional information on beneficial ownership in accordance with the Data Sheet of ITC 32.1 within eight (8) days using the Beneficial Ownership Disclosure Form, included in Section 7 of the Request of Proposals.

Authorized Signature:_____

Name and Title of Signatory:_____

Name of Agency:_____

Attachment*: Draft Negotiated Contract*

BENEFICIAL OWNERSHIP DISCLOSURE FORM

INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer pursuant to Regulation 13 (2A) and 13 (6) of the Companies (Beneficial Ownership Information) Regulations, 2020. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the legal person (tenderer) or arrangements or a natural person on whose behalf a transaction is conducted, and includes those persons who exercise ultimate effective control over a legal person (Tenderer) or arrangement.

Tender Reference No.:_____[*insert identification no*] Name of the Tender Title/Description:_____*[insert name of the assignment]* to:_____*[insert complete name of Procuring Entity]*

In response to the requirement in your notification of award dated_*[insert date of notification of award]* to furnish additional information on beneficial ownership:_*[select one option as applicable and delete the options that are not applicable]*

I) We here by provide the following beneficial ownership information.

Details of beneficial ownership

	Details of all Beneficial Owners		**% Of shares a person holds in the company Directly or indirectly**	**% of voting rights a person holds in the company**	**Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer** (Yes / No)	**Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)**
1.	Full Name		Directly---------% of shares Indirectly---------% of shares	Directly…… …. % Of voting rights Indirectly---------% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No---- 2. Is this right held directly or indirectly? Direct…… Indirect……...	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes -----No---- 2. Is this influence or control exercised directly or indirectly? Direct……...
	National identity card number or Passport number					
	Personal Identification Number (where applicable)					
	Nationality					
	Date of birth *[dd/mm/yyyy]*					
	Postal address					
	Residential address					

	Details of all Beneficial Owners		**% Of shares a person holds in the company Directly or indirectly**	**% of voting rights a person holds in the company**	**Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer** (Yes / No)	**Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)**
	Telephone number					Indirect……
	Email address					
	Occupation or profession					
2.	Full Name		Directly-------% of shares Indirectly-------% of shares	Directly…… …. % of voting rights Indirectly-------% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No---- 2. Is this right held directly or indirectly? Direct…… Indirect……...	1. Exercises significant influence or control over the Company body of the Company (tenderer**)** Yes -----No---- 2. Is this influence or control exercised directly or indirectly? Direct……... Indirect……
	National identity card number or Passport number					
	Personal Identification Number (where applicable)					
	Nationality(ies)					
	Date of birth *[dd/mm/yyyy]*					
	Postal address					
	Residential address					
	Telephone number					
	Email address					
	Occupation or profession					
3.						
etc.						

II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020.(Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). *Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address,*

email address and Telephone number.

III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:

(a) holds at least ten percent of the issued shares in the company either directly or indirectly;

(b) exercises at least ten percent of the voting rights in the company either directly or indirectly;

(c) holds a right, directly or indirectly, to appoint or remove a director of the company; or

(d) exercises significant influence or control, directly or indirectly, over the company.

IV) What is stated to herein above is true to the best of my knowledge, information and belief.

Name of the Tenderer:.....[insert complete name of the Tenderer]*_____

*Name of the person duly authorized to sign the Tender on behalf of the Tenderer: ** [insert complete name of person duly authorized to sign the Tender]*

Designation of the person signing the Tender: ..... [insert complete title of the person signing the Tender]

Signature of the person named above:..... [insert signature of person whose name and capacity are shown above]

Date this ..... [insert date of signing] day of.....[Insert month], [insert year]

Bidder Official Stamp

Directly or indirectly holding 25% or more of the shares. Directly or indirectly holding25% or more of the voting rights.
Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant]"

*Name of the Consultant:..... *[insert complete name of the Consultant]*_____

*NameofthepersondulyauthorizedtosigntheProposalonbehalfoftheConsultant: ** [insert complete name of person duly authorized to sign the Proposal]*

Title of the person signing the Proposal: ..... [insert complete title of the person signing the Proposal]

Signature of the person named above: ..... [insert signature of person whose name and capacity are shown above]

Date signed ..... [insert date of signing] day of. ..... [Insert month], [insert year]

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[*] *In the case of the Proposal submitted by a Joint Venture specify the name of the Joint Venture as Consultant. In the event that the Consultant is a Joint venture, each reference to "Consultant" in the Beneficial Ownership Disclosure Form (including this Introduction there to) shall be read to refer to the joint venture member.*

[**] *Person signing the Proposal shall have the power of attorney given by the Consultant. The power of attorney shall be attached with the Proposal Schedules.*

Request for Proposal Reference No.:_____[*insert identification no*] Name of the Assignment:_____*[insert name of the assignment]*

to:_____*[insert complete name of Procuring Entity]*

In response to your notification of award dated_____*[insert date of notification of award]* to furnish additional information on beneficial ownership:*[select one option as applicable and delete the options that are not applicable]*

V) We here by provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	**Directly or indirectly holding 25% or more of the shares (Yes / No)**	**Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)**	**Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Consultant (Yes / No)**
[include full name (last, middle, first), nationality, country of residence]			

OR

ii) We declare that there is no Beneficial Owner meeting one or more of the following conditions: directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights. Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant.

OR

iii) We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Consultant shall provide explanation on why it is unable to identify any Beneficial Owner]