**THE COUNTY GOVERNMENT OF KITUI**

######

###### KITUI MUNICIPALITY

###### STANDARD REQUEST FOR PROPOSALS (RFP)

(SELECTION OF CONSULTANTS)

**RFP NO. CGOKTI/RFP/KM/097/2019-2020**

**NEGOTIATION NO:772085**

**NAME OF RFP: CONSULTANCY SERVICES ENVIRONMENTAL AND SOCIAL IMPACT STUDY, PRELIMINARY DESIGN, DETAILED DESIGN AND TENDER DOCUMENTATION FOR DRAINAGE AND ROAD WORKS ROAD B7 KAVETA TO GINNERY AND KUNDA KINDU BUS PARK.**

##### 24TH JANUARY, 2020

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 **INTRODUCTION**

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

SECTION I - LETTER OF INVITATION

TO:…………………………………………………………………………….

*…………………………………………………………………………………..*

Dear Sir/Madam,

**RE: TENDER NO. CGoKTI/RFP/KM/097/2019- 2020:**

The Kitui Municipality invites proposals for the consultancy services *(***Request for Proposals) for environmental and social impact study, preliminary design, detailed design and tender documentation for drainage and road Works Road B7 Kaveta To Ginnery And Kunda Kindu Bus Park.**

The request for proposals (RFP) includes the following documents:

Section I - Letter of invitation

Section II - Information to consultants: Appendix to Consultants information

Section III - Terms of Reference

Section IV - Technical proposals

Section V - Financial proposal

Section VI - Standard Contract Form

Upon receipt, please inform us;

1. that you have received the letter of invitation
2. whether or not you will submit a proposal for the assignment

Yours sincerely,

**JOB MUISYO**

**AG. MUNICIPAL MANAGER, KITUI MUNICIPALITY**

**SECTION II – INFORMATION TO CONSULTANTS (ITC)**

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

* 1. **Introduction**
		1. The County named the Appendix to “ITC” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the County in the Appendix.
		2. The consultants are invited to submit a Technical Proposal as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix. The County intends to apply standard conditions of engagement and scales of fees for professional services which are regulated in the Advocates remuneration Order and also for the Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
		3. The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, consultants are encouraged to liaise with the County regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
		4. The County will provide the inputs specified in the Appendix “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
		5. Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the County are not reimbursable as a direct cost of the assignment; and (ii) the County is not bound to accept any of the proposals submitted.
		6. The County’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
		7. The tender document shall be obtained free of charge.
		8. The County shall allow the tenderer to review the tender document free of charge before obtaining them.
	2. **Clarification and Amendment of RFP Documents**
		1. Consultants may request a clarification of any of the RFP documents only up to three [7] days before the proposal submission date. Any request for clarification mustbe sent in writing by paper mail, cable, telex, facsimile orelectronic mail to the County’s address indicated in the Appendix “ITC”. The County will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.
		2. At any time before the submission of proposals, the County may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited consultants and will be binding on them. The County may at his discretion extend the deadline for the submission of proposals.
	3. **Preparation of Technical Proposal**
		1. The Consultants proposal shall be written in English language
		2. In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
		3. While preparing the Technical Proposal, consultants must give particular attention to the following:
1. If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
2. For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.
3. It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or has an extended and stable working relationship with it.
4. Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
5. Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.
	* 1. The Technical Proposal shall provide the following information using the attached Standard Forms;
6. A brief description of the firm’s organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia,* the profiles of the staff proposed, duration of the assignment, contract amount and firm’s involvement.
7. Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the County.
8. A description of the methodology and work plan for performing the assignment.
9. The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
10. CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
11. Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
12. A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix “A” specifies training as a major component of the assignment.
13. Any additional information requested in Appendix “A”.
	* 1. The Technical Proposal shall not include any financial information.

## 2.4 Preparation of Financial Proposal

* + 1. In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity**.**
		2. The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix “A” specifies otherwise.
		3. Consultants shall express the price of their services in Kenya Shillings.
		4. Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal Submission Form.
		5. The Proposal must remain valid for 120 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The County will make his best effort to complete negotiations within this period. If the County wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

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

* + 1. The original proposal (Technical Proposal) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.
		2. The completed Technical and financial Proposal must be delivered at the submission address on or before the time and date stated in **the tender advert**. Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.
		3. After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee.

2.6 **Proposal Evaluation General**

* + 1. From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the County on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix “ITC”. Any effort by the firm to influence the County in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant’s proposal.

**Mandatory Requirements**

Interested bidders should note that only those meeting the criteria indicated below as minimum, supported by the relevant documents at submission will be considered for further evaluation: -

1. Attach Business Registration Certificate and Certificate of Incorporation (Attach CR12 limited company).
2. Attach a copy of KRA PIN Certificate.
3. Attach a copy of Valid TAX Compliance Certificate.
4. Attach a copy of valid single business permit from the relevant county government.
5. Bidders are required to comply with section 74(1) of Public Procurement and Asset Disposal Act 2015. That makes it mandatory “requirement for serialization/pagination of bid documents by the bidder” for each bid submitted.
6. Attach a copy of dully filled and signed self-declaration form

2.7 **Evaluation of Technical Proposal**

* + 1. The evaluation committee appointed by the County shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as outlined in the following table;

|  |  |  |
| --- | --- | --- |
| **ASSESSMENT CRITERIA** | **CRITERIA SPECIFICS** | **MAX SCORES** |
| Specific experience of the consultant(s) related to the assignment | -**Experience in carrying out feasibility study, environmental and social impact study, socio- economic baseline study and detailed engineering design, and construction supervision of roads to paved standards.** -(previous similar jobs successfully undertaken (equivalent or above quoted price –(**Attach completion letters/certificates/contract agreements or letters of recommendation for at least three (3) jobs from different clients)** each job 10 Scores) -(previous similar jobs successfully undertaken (below quoted price **Attach completion letter/certificate or letter of recommendation from client and contract agreement)** - each 5 Scores)-Ongoing projects of similar nature and complexity. **(Attach form of contract of Local Service Order (LSO)-** Each 3 scores) | **30** |
| Work Plan | * **Adequacy of proposed work plan**

-Covers all TORs-Realistic Time frame | **25** |
| Qualification and Key Competence of lead consultantsOthers | * BSc. Civil engineering (2 no)- (degree each 10 scores, diploma each 5 scores)
* BSc. Environment science or equivalent (1 no)- (Degree each 5 scores, diploma each 3 scores)
 | **25** |
| * Financial Capacity
 | * Audited accounts for the last 3 years (**Each year 5 scores)**
 | **15** |
| **TOTAL** | **95** |

Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score by obtaining **65%** and above technical scores and shall be considered for financial evaluation.

* 1. **Public Opening and Evaluation of Financial Proposal**

2.8.1 After Technical Proposal evaluation, the County shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered

* + 1. The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
		2. While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.
		3. The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix “ITC”, be as follows: -

Sf = 100 X FM/F where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical *(St)* and financial *(Sf)* scores using the weights *(T=*the weight given to the Technical Proposal: *P* *=* the weight given to the Financial Proposal; *T* + *p =* I) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows:- *S = St* x *T* % + *Sf* x *P* %. The firm achieving the highest combined technical and financial score will be invited for negotiations.

* + 1. The tender evaluation committee shall evaluate the tender within 30 days of from the date of opening the tender.
		2. Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
		3. Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price
		4. Price variation requests shall be processed by the County within 30 days of receiving the request.
	1. **Negotiations**
		1. Negotiations will be held at the same address as “address to send information to the County” indicated in the Appendix “ITC”. The aim is to reach agreement on all points and sign a contract.
		2. Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The County and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the County to ensure satisfactory implementation of the assignment.
		3. Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
		4. Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the County expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the County will require assurances that the experts will be actually available. The County will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
		5. The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the County and the selected firm will initial the agreed Contract. If negotiations fail, the County will invite the firm whose proposal received the second highest score to negotiate a contract.
		6. The County shall appoint a team for the purpose of the negotiations.
	2. **Award of Contract**

2.10.1The Contract will be awarded following negotiations. After negotiations are completed, the County will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals ( **If Applicable )** to those consultants who did not pass the technical evaluation.

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

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

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

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

2.10.6 To qualify for contract awards, the tenderer shall have the following:

1. Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
2. Legal capacity to enter into a contract for procurement
3. Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
4. Shall not be debarred from participating in public procurement.
	1. **Confidentiality**

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

* 1. **Corrupt or fraudulent practices**

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

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

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

**APPENDIX TO INFORMATION TO CONSULTANTS**

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

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

**Appendix to Information to Consultants**

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

**Clause Reference**

2.1 The name of the County is: **County Government of Kitui. Kitui Municipality**

2.1.1The method of selection is: **Open Tender**

2.1.2 Technical and Financial Proposals are requested.

The name, objectives, and description of the assignment are: **as outlined in the background information and the Terms of Reference**

2.1.3 A pre-proposal conference will be held:  **No**

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

2.1.4 The County will provide the following inputs: **All documents containing information relating to the assignment**

2.1.5 (ii) The estimated number of professional staff months

 required for the assignment is;

(iv) The minimum required experience of proposed professional Lead consultant is: **Bachelor’s Degree in the related field.**

2.1.6 (vii) Training is a specific component of this assignment: **If need Arise**

(viii) Additional information in the Technical Proposal includes: No other

2.1.7 Taxes: [Specify *firm’s liability: nature, sources of information]* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* + 1. **Consultants should submit each proposal as detailed before;**
		2. The proposal submission address is:

Completed tender documents are to be **submitted through** **IFMIS SUPPLIER PORTAL:** [www.supplier.treasury.go.ke](http://www.supplier.treasury.go.ke) **on or before the date set in the advert**

Tenders shall be opened publicly thereafter in the presence of participating bidders or their representatives who choose to attend the opening.

2.6.3 The minimum technical score required to pass**: 65%**

2.7.1 The formulae for determining the scores is the following:

The weights given to the Technical and Financial Proposals are:

T=\_\_\_\_\_\_\_\_\_\_\_ (***0.65)***

*P=\_\_\_\_\_\_\_\_\_\_\_* ***(0.35)***

2.9.2 The assignment is expected to commence on **March, 2020.**

#### SECTION III: - TECHNICAL PROPOSAL

## Notes on the preparation of the Technical Proposals

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

 **TECHNICAL PROPOSAL**

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##  Technical proposal submission form

1. Firms references
2. Comments and suggestions of consultants on the

Terms of reference and on data, services and

Facilities to be provided by the County

1. Description of the methodology and work plan

For performing the assignment

1. Team composition and Task assignments
2. Format of curriculum vitae (CV) for proposed

Professional staff

1. Time schedule for professional personnel
2. Activity (work schedule).

**1. TECHNICAL PROPOSAL SUBMISSION FORM**

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

To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*Name and address of County)*

Ladies/Gentlemen:

We, the undersigned, offer to provide the Legal consulting services for a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In accordance with your Request for Proposal dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[*Date*] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal.

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

We remain,

Yours sincerely,

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

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

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

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

**2. FIRM’S REFERENCES**

**Relevant Services Carried Out in the Last Five Years**

**That Best Illustrate Qualifications**

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

|  |
| --- |
| Assignment Name: Country   |
| Location within Country: Professional Staff provided by Your  Firm/Entity(profiles): |
| Name of County: County’s contact person for the assignment. |
| Address:  No of Staff-Months; Duration of  Assignment: |
| Start Date (Month/Year): Completion Date Approx. Value of Services (Kshs) (Month/Year):  |
| Name of Associated Consultants. If any: No of Months of Professional  Staff provided by Associated Consultants: |
| Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed: |
| Narrative Description of project: |
| Description of Actual Services Provided by Your Staff: |

 Firm’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name and title of signatory; \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *(May be amended as necessary)*

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

On the Terms of Reference:

1.

2.

3.

4.

5.

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

1.

2.

3.

4.

5

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

**5. TEAM COMPOSITION AND TASK ASSIGNMENTS**

 **1. Technical/Managerial Staff**

|  |  |  |
| --- | --- | --- |
| Name | Position | Task |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

 **2. Support Staff**

|  |  |  |
| --- | --- | --- |
| Name | Position | Task |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

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

Proposed Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Firm: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Staff: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Profession: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Years with Firm: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Nationality: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Detailed Tasks Assigned: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Key Qualifications:

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

Education:

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

Employment Record:

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

Certification:

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[Signature of staff member]*

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

[*Signature of authorised representative of the firm*]

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

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

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

 Months (in the Form of a Bar Chart)

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Name | Position | Reports Due/ Activities | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | Number of months |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

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

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

 Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Authorized representative)

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

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

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

8. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

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

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

(b). Completion and Submission of Reports

|  |  |
| --- | --- |
| Reports | Date |
| 1. Inception Report |  |
| 2.Interim Progress Report1. First Status Report
2. Second Status Report
 |  |
| 3. Draft Report |  |
| 4. Final Report |  |

SECTION IV: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

* 1. The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc as may be applicable. The costs should be broken done to be clearly understood by the County.
	2. The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.
	3. The financial proposal should be prepared using the Standard forms provided in this part.

SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS

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

1. FINANCIAL PROPOSAL SUBMISSION FORM

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

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

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *[Name and address of County]*

Ladies/Gentlemen:

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

We remain,

Yours sincerely,

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

*:*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Name and Title of `AQSSignatory]:*

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

 *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Address.*

2. SUMMARY OF COSTS

|  |  |  |
| --- | --- | --- |
| Costs | Currency(ies) | Amount(s) |
| SubtotalTaxesTotal Amount of Financial Proposal |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

3. BREAKDOWN OF PRICE PER ACTIVITY

|  |  |
| --- | --- |
| Activity NO.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  Description:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Price Component |  Amount(s) |
| RemunerationReimbursablesMiscellaneous Expenses Subtotal |  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

|  |
| --- |
| Activity No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Names Position Input(Staff months, Remuneration Amount days or hours Rate as appropriate.) |
| Regular staff(i)(ii)ConsultantsGrand Total \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

5. REIMBURSABLES PER ACTIVITY

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

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| No. | Description | Unit | Quantity | Unit Price | Total Amount |
| 1.23.4. | Air travelRoad travelRail travelSubsistence AllowanceGrand Total | TripKmsKmsDay |  |  | \_\_\_\_\_\_\_\_\_\_\_\_ |

6. MISCELLANEOUS EXPENSES

Activity No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Activity Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| No.1.2.3.4. | DescriptionCommunication costs\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(telephone, telegram, telex)Drafting, reproduction of reportsEquipment: computers etc.Software Grand Total | Unit | Quantity | Unit Price | Total Amount\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**TERMS OF REFERENCE**

**KENYA URBAN SUPPORT PROGRAM (KUSP)**

**SELECTION OF CONSULTING SERVICES FOR:**

**ENVIRONMENTAL AND SOCIAL IMPACT STUDY, PRELIMINARY DESIGN, DETAILD DESIGN AND TENDER DOCUMENTATION FOR DRAINAGE AND ROAD WORKS ROAD B7 KAVETA TO GINNERY AND KUNDA KINDU BUS PARK**.

Source of Funds: Kenya Urban Support Programme (KUSP)

Terms of Reference

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# INTRODUCTION

## *Program Description*

The government’s overall response to Kenya’s urban development challenge is articulated in the National Urban Development Policy (NUDP). The NUDP, approved by the Cabinet in 2016, intends to contribute towards the realization of the broader development goals articulated in Vision 2030 by addressing the key challenge of urban development. It envisages secure, well-governed, competitive, and sustainable urban areas and cities, and aims to facilitate sustainable urbanization through good governance and the delivery of accessible, quality and efficient infrastructure and services. The overall objective of the NUDP is to provide a framework for sustainable urban development in Kenya by pursuing specific objectives.

1.1.1. The State Department of Housing and Urban Development (SDHUD) has designed the Kenya Urban Program (KenUP), as a vehicle to implement the NUDP. KenUP has also been formulated in the context of the existing legislation on urban development, including the County Government Act (2012) and the UACA. Acknowledging that there are limited incentives for counties to address urban development challenges and no dedicated institutions for urban management, KenUP aims to establish effective and empowered urban planning and management systems that deliver infrastructure and supporting services, economically efficiently and effectively based on locally determined urban integrated development plans (IDePs) and town plans.

1.1.2. County governments will play a pivotal role in implementation of the Program**.** Their responsibilities include among others, establishing urban institutions for effective urban management and managing the flow of Program funds at this level, and consolidating the fiscal reporting from municipal boards for onward submission to the National Treasury. To facilitate within-county coordination and coordination with the national government, a County Program Coordination Team (CPCT) will be formed in the county government, under the overall responsibility of the county executive committee (CEC) member responsible for urban.

1.1.3. In order to actualize the program, the government through the National Treasury has secured financing from the World Bank towards this goal and the funds have been allocated to main urban centers within the counties towards improvement of urban infrastructure. Part of this Urban Development Grant (UDG) facility allocated to Kitui County from the kenya urban support program (kusp) funding of the world bank have been earmarked for improvement Kaveta – GINNERY road project B7 (3Km road) and Kunda Kindu Bus Park.

## *Project Location and Project Scope*

The project components are composed of existing roads which require interventions in terms of maintenance such as channeling using road Kerbs, side drain storm water design, Walkways design, greening, bus bay designs, overlay design of the existing tarmac roads (3Km) and improvement of an existing bus park. All of these project components are within Kitui Municipality.

The project elements are provided below.

**Kaveta – Ginnery Road Project B7 (3km Road)**

|  |  |  |  |
| --- | --- | --- | --- |
| **No** | **Proposed project** | **Detail** | **Remark** |
| 1 | Greening works | Planting of tree, flower and grass | Planted at selected location where space are available |
| 2 | Walkway | NMT provision on both side of the road | NMT provided along the entire road section |
| 3 | Drainage | Closed storm water drainage line | closed RC drainage  |
| 4 | Road channelling (using road kerb) | Repair of shoulders and road corridor channelization using kerbs | The Kerbs to be painted with reflective paint |
| 5 | Proposed parking opposite Kalundu Mosque | Improvement of the parking to cabro surfacing | including cess collection house |
| 6 | Road re-carpeting | Re-carpeting 3km road  | From Kaveta – GINNERY section |

1. **KUNDA KINDU BUS PARK IMPROVEMENT** – improvement to cabro surface parking

|  |  |  |  |
| --- | --- | --- | --- |
| **No** | **Proposed project** | **Detail** | **Remark** |
| 1 | Proposed improvement of Kunda Kindu bus park improvement | Cabro improvement of the entire Kunda kindu parking area. Inclusive of provision of lighting | Inclusive of the cess collection house |

## *Study Objectives*

The project objectives are;

* To improve access to goods/passenger transport services and reduce transport costs within the town.
* To improve access to social and economic development opportunities along the town, by providing high capacity infrastructure.
* To ensure no roadside communities become worse off as a result of the road upgrading works.

# SCOPE OF WORK

## General

The Consultant shall perform all work necessary as called for in these Terms of Reference including all technical studies, field investigations and related services. In carrying their work, the Consultant shall co-operate fully with the concerned ministry of Lands, Infrastructure, Housing and urban Development of the County Government of Kitui, in particular the department of roads and allied infrastructure Kitui municipality roads staff. The Consultant shall provide the necessary support services related to and necessary for the completion of the assignment. The work shall cover but not be limited to the aspects outlined in these Terms of Reference.

**Description**

**The study consists of: -**

**Stage 1 – Preliminary Design.**

1. Review of the existing data on the proposed drainage and road project;
2. Collection of social, environmental, and physical data that is necessary to assist in the design of the drainage, roads and associated road furniture;
3. Preliminary engineering survey and design work for the optimum alignment and design standards including preliminary costs estimates and implementation schedule;
4. f) Carrying out of gender analysis in relation to the proposed project as outlined in the attached Terms of Reference.

**Stage 2 – Detailed Engineering Design.**

After comments and approval of the preliminary design by the Chief Officer (Ministry of LIHUD), the Consultant shall carry out a detailed engineering survey and design including engineering cost estimates and tender documents for the selected alignment either side of the road and design of the project components as detailed in the scope of works.

## *Detailed Scope of Work.*

**General**

The Consultant shall perform all engineering and financial analyses and related work as described herein to attain the objective of the study.

The overall responsibility for administrative and coordination of the study rests with the Ministry of Lands, Infrastructure Housing & Urban Development on behalf of Municipal manager. The execution of the study will be the direct responsibility of the Chief Officer (Ministry of LIHUD).

 In the conduct of his work, the Consultant shall cooperate fully with the Chief Officer (Ministry of LIHUD and all other relevant Government Departments and Agencies. The Consultant shall be responsible for the analysis and interpretation of all data received, and the conclusions and recommendations in his report.

As the design progresses, the Consultant shall maintain close liaison with Ministry of Lands, Infrastructure Housing & Urban Development and shall submit for approval from time to time, according to the work programme, draft design proposals for alignment, conceptual designs, earthworks, pavement, minor drainage structures, and other technical aspects of the design prior to proceeding with the detailed design drawings.

### Preliminary Design

**GENERAL**

Within the scope of the preliminary design, the Consultant shall conduct all topographical surveys, hydrological studies, material surveys, and other field and laboratory investigations that are required for the examination of the proposed design components and the location of suitable construction materials and water, and the preliminary engineering design. This shall comprise, inter alia:

1. Topographical surveys, including cross-sections at the proposed site, plans;
2. Hydrological and hydraulic studies;
3. Material testing, sub surface investigation, to identify underlying materials below the proposed minor drainage structures.
4. Analysis of capacity of the existing bus parks

**Climate, topography, geology and vegetation.**

1. The Consultant shall describe the climatic conditions of the study area, providing details of:
2. Rainfall (monthly distribution and intensity, including rain days per month);
3. Temperature (minimum, median, and monthly ranges throughout the year);
4. Other climatic features of importance (e.g. wind, erosion, effects of extreme temperatures on the selected pavement materials and drainage structures).

The Consultant shall provide a topographical description of the area traversed by the road, including the effects of relief on the vertical alignment.

A catalogue of the relevant geological features of the study area including a description of the soils and rocks along the road’s alignment and their effect and influence on such factors as route location and design shall be compiled by the Consultant. The influence of geology and the availability of road construction materials and water are to be regarded as of great importance by the Consultant. The Consultant shall provide, as far as possible, the information on the quantities, quality and potential sources of water required for construction purposes. A description of the type and density of the vegetation as well as existing and potential agricultural land use within the study area, shall be provided by the Consultant.

**Hydrology and Drainage Investigations**

The Consultant shall provide a complete description of the hydrological features of the area, including: information about soils drainage along the area, such as subsoil’s drains ability, drainage impedance, flooding of flat areas, etc., characteristics of required water crossings.

Sufficient information shall be obtained by the Consultant based upon the guidelines provided in the Road Design Manuals and Supplemented by other relevant sources of information to justify, and provide the basis for the preliminary engineering design of all drainage systems and structures, and for preliminary costing purposes.

The Consultant shall be fully responsible for obtaining all the data and information necessary for him to carry out hydrological and drainage investigations and designs.

**Drainage Structures**

Sufficient details on the condition survey on the existing drainage structures shall be provided; that includes crack width and the distribution, condition of bridge bearings and any other structural deterioration.

The Consultant shall carry out flood estimate to ascertain the capacity of the existing structures and advice whether there is need for any replacement.

The Consultant shall carry out materials test on the existing structures and compute durability index that will enable the Client make a decision on whether or not to replace the structure with a new one.

The details required to facilitate the decision making on the existing structures shall be submitted at Preliminary design stage.

**Design Standards**

The Design shall, unless otherwise agreed, be carried out in conformity with the standards as contained in the Roads Design Manuals Part I, III, IV, V and the Standard Specification for Road & Bridge Construction. In addition, the Consultant will also refer to Kenya Draft Design Manual for Roads and Bridges, Part 1 (a), Geometric Design, 2009; and any other relevant internationally recognized reference materials e.g. AASHTO Standards. The Consultant shall be responsible for the design details within this framework. The methodologies used in the design of pavements, earthworks drainage and structures, shall conform to the latest techniques while ensuring the use of available materials. At all times balance must be made between capital and maintenance costs.

The metric S.I. system shall be used throughout. The standards for design of different types of bridges as stipulated in the relevant Roads Design Manuals and specifications shall be adhered to where possible, and adequate explanations given where different standardsarerecommended.
Further the Consultant shall suggest to the Chief Officer (Ministry of LIHUD) ways and means of resolving any unusual problem that might arise and not covered by above mentioned manuals in the light of conditions revealed during the preliminary design work.

It will be necessary for the Consultant to provide comparative data for construction and maintenance costs for the different design standards considered, in order to support the final designs adopted for the project drainage and road works.

**Preliminary Cost Estimates**

Based on the above analyses and findings the Consultant shall provide:

1. A preliminary quantities estimate with an accuracy of +/- 20% for the proposed project components, drainage, roads and associated road furniture construction.
2. Preliminary cost estimates with an accuracy of +/- 20% for construction of the project components, drainage, roads and associated road furniture. This estimate shall be based on unit prices derived from first principles and appropriate for the previously estimated quantities. The estimate shall give details of foreign and local costs by main items, as well as of taxes and duties to be paid.

The cost estimates shall include the following components relating to the project road and any supportive town/market roads that are deemed necessary with details of each given:

For foreign currency

* + Imported equipment, materials and supplies
	+ Identifiable foreign components of domestic manufactured equipment, materials and supplies
	+ Salaries of expatriate personnel
	+ Profit and overheads of foreign firms where appropriate

For local currency

* + Right of way acquisition
	+ Local materials, supplies and services.
	+ Salaries and wages of local employees – both skilled and unskilled

In addition the Consultant shall present separately a detailed analysis of the taxes, levies and duties element of the cost estimates. A justification of the Variation of Price percentage should be provided.

### Stage 2: Detailed Engineering Design

After approval of the preliminary design of the project by the Chief Officer (Ministry of LIHUD), the Consultant shall proceed with the Detailed Engineering Design for the of the project structure, complete with cost estimates and bidding documents on the basis of standards agreed upon with the Chief officer infrastructure lihud.

These shall be as required for the County Government of Kitui to call for tenders and in such further detail as may be required for the construction work to be carried out by contract. The detailed Engineering Design work shall include but not be limited to:

Staking out in the field the approved alignment: field survey of cross sections at regular 20 metres intervals, or 10 metres where the terrain is difficult and as the Chief Officer (Ministry of LIHUD) so directs. If this field survey proves the necessity of amendments in the alignment, the Consultant shall propose such amendment and re-stake the centerline.

1. Preparation of plan and profile drawings containing the approved alignment done to an appropriate scale whose original and design levels are legible. Contour lines shall be at 2m vertical intervals. The accuracy shall comply with the Road Design Manual.
2. Tacheometry survey and preparation of site plans of all major structures and major junctions to the scale 1:500 with 0.5m contour intervals.
3. The coordinates of all intersection points shall be tied to the National Survey Grid, (UTM) and levels related to the National Bench Marks.
4. Field survey and laboratory investigation of the materials along the proposed alignment in order to determine the suitability of these materials for road formation and/or pavement construction. Further survey and investigation of potential borrow pits and quarries for earthworks and pavement construction as specified in the Road Design Manual Part III. Preparation of a Materials Report with sufficient detailed information and test results from the above and including pavement design and appropriate recommendations.

#### Field surveys.

The Consultant shall carry out the necessary surveys in order to establish the specific alignment and to determine the accurate centerline for a corridor of 3km. The centerline shall be set out, cross-sectioned, and benchmarks established. No major deviations from the alignment recommended in the preliminary engineering study shall be made without the approval the Chief Officer (Ministry of LIHUD). The consultant shall be responsible for the accuracy of all survey data and established benchmarks.

The alignment shall be connected to the National Grid System (U.T.M) by establishing a trigonometric and polygon network along the proposed road. This network shall be connected to the Survey of Kenya data, preferably data of the first order. To this end a secondary network of trigonometrically points (T.P) shall be established with side lengths of approximately 150 metres to the primary network.

The Consultant shall then carry out all the works necessary for the detailed design of the proposed works, for the estimation of quantities to an accuracy of +/- 10% of final quantities as measured on completion of the works, excluding any approved variations of the contract, and preparation of bidding documents suitable for competitive bidding.

The following engineering investigations shall be carried out:-

1. Ground reconnaissance survey to locate the location of the project components; proposed drainages, bus parks, existing roads and associated road furniture.
2. Concreted beacons shall be firmly sited, referenced and shall be as agreed by the Chief Officer (Ministry of LIHUD).
3. The geometric characteristics of the centre-line shall be computed and defined. Staking out data will also be given for points at the regular intervals along the curves and the longer tangent alignments. Vertical alignments will be defined and computed. The consultant shall be responsible for the accuracy of the setting out data up to the pre-construction stage and will be required to set out the road with the client’s surveyor.
4. Land acquisition reports if any and drawings in the format prescribed by the Chief Officer (Ministry of LIHUD).

#### Soils and Materials Investigation

For minor drainage structures, sub-surface conditions shall be investigated by trial pits of up to 1.5 metres deep.

Investigation for sources of construction materials for structures shall also be carried out, and sites of suitable materials surveyed and shown in the engineering plans. Analysis and testing shall be carried out as required on the construction materials, in accordance with the Road Design Manual part III.

Construction samples shall be tested as per Road Design Manual Part III.

Soil and materials borrow areas shall be prepared showing exact locations of all construction materials available with an indication of their quantities.

#### Drainage Site Investigation

Hydrological studies shall be carried out on all drainage structures by use of available maps and field investigation.

The catchment area, run-off coefficient, hydraulic slope and Design flood discharge for the appropriate return period shall be determined for each drainage structure, and the corresponding water level established.

Cross-sections and gradients of water courses shall be surveyed to determine the design of proper drainage and erosion control of the roadway and the protection of slopes.

#### Drainage Design

All existing data and the result of the field investigations for soils, hydrology, etc., shall be assessed and used as a basis for the design of drainage structures. Detailed hydraulic computations shall be fully documented.

Detailed designs shall be prepared for all the minor drainage structures including cross culverts and side drains.

The Consultant shall review existing sources and shall identify additional supplies of construction water and on this basis shall provide information on the quantities and quality of the water required and available for construction.

#### Engineering Plans

The Consultant shall prepare the following engineering plans for the project, using a format and title sheets as required by the Chief Officer (Ministry of LIHUD) the originals becoming the property of the Government:

1. Plan and Profile, scales, 1:2,500 and 1:250 showing natural ground levels; horizontal and vertical curve details; running chainages; cross-section chainages; side drain location; description and reference to all drainage works location of benchmarks; location of road furniture; contour lines superimposed on plans; any other relevant information approved by the Chief Officer (Ministry of LIHUD).
2. Typical cross-sections, scales 1:25 showing: all details of road cross-sections in cut and fills; side drains; pavement thickness, camber, super-elevation; and pavement widening.
3. Cross-section, scale 1:50 showing: natural ground levels superimposed with the road prism at selected locations to be agreed upon with the Chief Officer (Ministry of LIHUD).
4. Maintenance of traffic plan: a detailed scheme for maintenance of traffic flow shall be developed to ensure that vehicle and pedestrian traffic is properly handled during the construction period. This plan shall include details of the location and design of by-pass lanes temporary structures, barriers, signing, signals and other physical features necessary to accommodate traffic flow during construction. In addition to the operations plan, the Consultant shall prepare a traffic operations plan detailing the construction sequencing plan detailing the announcements, use of traffic control devices and other activities designed to minimize traffic disruption.
5. Land acquisition plans if any shall be to a scale of 1:2500 and shall indicate all the plot boundary intersections with the proposed road reserve and accurate to 1 m. They shall also be accompanied by a list showing the plot numbers affected, owners’ names and area to be acquired.

#### Construction Quantities

The calculated quantities for the items of construction shall be based on the final design drawings. The earth works quantities shall be derived from calculations based on the field cross-sections taken along centerline and is in accordance with accepted methods of measurement, which shall be agreed with the Chief Officer (Ministry of LIHUD)

A detailed Bills of Quantities shall be prepared generally corresponding to the relevant sections of the Standard Specification, and including contingencies and escalation of price elements.

#### Cost Estimates

The Consultant shall estimate likely ruling bill rates applicable to the proposed time of construction, showing how these were arrived at. In order to make a fair and reasonable estimate of the cost of the project components, the Consultant shall prepare a unit price analysis of each item using basic costs elements (labour, materials, equipment, tools, overheads, on-site costs, profit etc.), and showing separately the cost of all taxation (direct or indirect). In addition the cost of supervision of construction by Consultants shall be analyzed on a unit price basis and included in the overall cost estimates. The estimated financial costs resulting from this analysis shall be accurate to within +/- 10%, and shall be compared with the costs of previous projects or similar works executed in the area and adjusted accordingly. The rates of previous projects may be obtained from the Chief Officer (Ministry of LIHUD). The estimates for the right-of way acquisition if any shall be made on the basis of the unit prices to be furnished by the Commissioner of Lands for each type of land and property utilization.

In order to assist in evaluating the required construction period and forward budget needs, the Consultant shall prepare a construction schedule for the proposed construction contract showing the anticipated annual expenditure. Due account shall be taken of the climatic and other conditions of the area which may have an influence on the construction schedule.

#### Bidding and Contract Documents

The Consultant shall prepare the following bidding and contract documents for the project road together with any related town/market roads as necessary and any other required by the Chief Officer (Ministry of LIHUD)

1. Pre-qualification questionnaire and notice according to a format instructed by the Chief Officer (Ministry of LIHUD);
2. Instruction to Tenderers, general information, list of equipment, work programme, form of tender guarantee, etc.
3. Form of Tender, Form of Performance Guarantee, and Form of Agreement;
4. General Conditions of Contract, and Conditions of Particular Application;
5. Drawings;
6. Special Specifications for the execution of the work
7. Bills of Quantities

Tender drawings shall be submitted in A3 size (photo-reduced from the original A1 size). All other documents shall be submitted in A4 size. In addition, the Consultant shall submit the engineering investigation, analysis, calculations, design materials reports.

# REPORT AND TIME SCHEDULE

## *Commencemen*t

 The Consultant shall commence the study as specified in schedule 1

## *Reports*

The Consultant shall prepare and submit to the Chief Officer (Ministry of LIHUD) the following reports. All reports shall be in English and prepared on A4 metric size paper and be submitted together with soft copies on CDROM.

## *Stage 1: Preliminary Design*

1. Inception Report: – 5 copies.

This shall summarize initial findings and give proposals covering methodologies of the preliminary engineering studies, and the detailed work plan for the contract of the preliminary design.

1. Progress Reports: – In soft copy to Chief Officer (Ministry of LIHUD).

These shall be submitted biweekly and shall detail all work performed during the reporting period and utilization of the study personnel. These shall contain preliminary conclusions (covering such topics as traffic studies and design standards), based on the analyses substantially completed, and shall also identify actual and anticipated difficulties and delays in the work, their causes and the remedies proposed to solve them.

1. Preliminary Design Report– 5 copies

This shall incorporate all revisions deemed necessary arising from comments received from the Chief Officer (Ministry of LIHUD), following discussions and agreement between him and the Consultant from time to time. It shall include a concise executive summary in which the project design standards and cost estimates shall be shown clearly.

## *Stage 2: Detailed Engineering Design*

(a)Progress Reports– In soft copy to the Chief Officer (Ministry of LIHUD):

These shall be prepared at weekly intervals after commencement date, and shall detail all work performed during the reporting period. They shall contain advanced conclusions based on the analyses substantially completed, and shall also identify actual and anticipated difficulties and delays in the work, their causes, and the remedies proposed to solve them.

(a)Draft Final Report:

This shall summarize the findings, analyses, results and recommendations of the detailed engineering design, and shall contain all supporting material.

The following draft documents shall be submitted to the Chief Officer(Ministry of LIHUD) for his approval, prior to the production of Final Documentation:

No. of Copies

Draft Final engineering Report 5

Draft Final Materials Report, 5

Draft Final Book of drawings (A3 size), 5

Draft Tender Documents, 5

Draft Engineer’s Estimate, 2

Land Acquisition Plans if any, 2

All Draft documents shall be clearly marked as such, preferably in red on the cover of each document and on each separate drawing. The date of submission shall also be printed on the cover.

1. Final Report:

This shall incorporate all revisions deemed necessary arising from comments received from the Chief Officer (Ministry of LIHUD), following discussions and agreement between him and the Consultant.

Preparation of the final documentation shall include the following numbers of reports and drawings, which shall be submitted to the Chief Officer (Ministry of LIHUD):

* Final Engineering Report: - 5 copies
* Final Materials Report - 5 copies.
* Final Book of Drawings A3 size –5 COPIES and A1 1velo copy and 3 Blue Prints each
* Structural calculations -2 copies
* Tender Document including Bills of Quantities, schedule of materials, Special Specifications, Conditions of Contract,
* The tender document should explicitly contain schedule of materials, machines and labour cost component of the contract.
* Instructions to Tenderers and Conditions of Tender, all as necessary for the proper solicitation of tenders – 5 copies

 - Land Acquisition plans if any – 3 copies A3 size to Chief Officer (Ministry of LIHUD) and 6 copies A1 size to Commissioner of Lands.

- Computer output of all setting out data: - 3 copies - Engineer’s Cost estimates (confidential): - 4 copies.

All documents must be submitted with 2 copies of CD/DVD-Rom, and the data must be in the original editable format of the computer programme/software which created it or any other form that shall be requested by the Client.

A certificate shall be issued after an inspection committee certifies that the consultant has fulfilled his contractual obligation in accordance with Clause 3 and 6 of the Conditions of Contract.

## Schedule I: Proposed Time Schedule for Design

**Commencement**

The Consultant shall commence the study within 14 **calendar** days of the effective date of Contract. The effective date shall be the date on which the consultancy agreement shall be signed.

 The following tentative time schedule shall be observed in carrying out the studies:

|  |  |  |
| --- | --- | --- |
|  Activity |  Months |  Responsibility |
|  Commencement |  M+0.25 |  Consultant |
|  Inception and Preliminary Design Report  |  M+0.50 |  Consultant |
|  Comments and Approval by the County Government |  M+0.75 |  Client Kitui Municipality and Chief officer lihud |
|  Draft Final Report |  M+1.00 |  Consultant |
| Comments and Approval by the County Government |  M+1.25 |  Client Kitui Municipality and Chief officer lihud |
|  Final Report |  M+1.50 |  Consultant  |

## Proposed Schedule of Payment

The payment shall be made in Kenya Shillings and shall be made to the account of the consultant in according to the schedule given below

|  |  |  |  |
| --- | --- | --- | --- |
| **Description** | **Claim to be raised after** | **% to be claimed** |  **Responsibility** |
|  First Payment |  Submission of Preliminary Design Report | 50% |  Consultant, client |
| 2nd Payment  |  Submission of Final Report | 50% |  Consultant, client |

# OBLIGATION OF COUNTY GOVERNMENT OF KITUI

## *Documents and Reports*

The County Government of Kitui shall supply all pertinent data and information and give such assistance as shall reasonably be required for the conduct by the Consultant of his duties under this contract save that such assistance shall not be extended to the provision of any supplies or services. The Consultant will be required to pay for purchase fee of maps, manuals and other documents. The following will on request be supplied by the Chief Officer (Ministry of LIHUD) to the Consultant: -

* Sample standard drawings
* Historical (points) traffic census data for the road network in the area of the works.

## *Liaison*

The County Government of Kitui shall provide liaison with other Ministries and Departments in order to introduce the Consultant to them. The Consultant shall be fully responsible for collecting data and information from these agencies, including paying for it where necessary

## *Taxes and Duties*

The Consultant shall be liable to pay all duties and taxes in connection with this assignment including VAT and other taxes payable under the laws of Kenya. No tax or duty exemption shall be given to the Consultant. The Consultant shall be deemed to have taken the above into consideration while preparing his financial proposal.

# REQUIREMENTS

## *Work Schedule*

The consultant shall propose a schedule of activities and corresponding deployment of manpower, which will ensure that all duties entrusted to him/her, will be adequately performed. This schedule, together with a comprehensive statement justifying the proposed deployment will be incorporated in the methodology statement

## *Office Space*

The client shall provide office space for the consultant including furniture (chairs, tables and document cabinets) and shall also provide utility services including water & electricity for office use only.

##  Services and facilities to be provided by the Consultant

The Consultant shall provide the following, all of which should be duly provided for in the proposal:

* Transport for consultants’ staff.
* Office accessories including computers complete with printers and auxiliary power units, all to be purchased by the consultant as a non-reimbursable expense.
* Office supplies as required for the period of services including stationary (document files, notebooks, print/copy papers, printer cartridges, etc.
* Accommodation for the Consultant’s resident staff and hotel accommodation for short term experts.
* Mobile phone services for official communication only.

Any fixed equipment including furniture availed to the consultant by the client shall upon completion of the assignment be handed back to the client.

# Consultant Selection Criteria

The County Government of Kitui intends to engage a qualified Design Consultant to undertake consultancy services for environmental and social impact study, preliminary design, detailed design and tender documentation for drainage and road works road B7 Kaveta to Ginnery.

**Technical Capacity**: For demonstrating technical capacity and experience (the “Technical Capacity”), the Applicant shall, over the past 6 (six) financial years preceding the Application Due Date, have:

1. Experience in carrying out feasibility study, environmental and social impact study, socio- economic baseline study and detailed engineering design, and construction supervision of roads to paved standards.
2. Must have undertaken a detailed engineering design and construction supervision of at least 20Km within the last ten (10) years;
3. At least been involved in design and supervision of rehabilitation construction works within the last 10 years.

Evidence for the stated experience shall be a completion certificate or any other acceptable form detailing the contract, date of award, date of completion, amount of contract, role played by Applicant, scope of works (including physical size, complexity and methodology/technology used) as well as full details of the Employer.

 **Financial Capacity:** For demonstrating financial capacity (the “Financial Capacity”), the Applicant shall demonstrate the following:

* The Consultant shall submit audited accounts in accordance with the International Financial Reporting Standards (IFRS) for the last three (3) years to demonstrate the current soundness of the Applicant’s financial position and its prospective long term profitability and capacity to have a cash flow amount of Kshs 5 million or equivalent.
* The Consortium shall demonstrate a minimum average annual turnover of Kshs 10 million or equivalent over the last 3 years in consultancy services.

**Managerial Capacity**: For demonstrating managerial capacity, the Applicant shall provide the organization structure along with the Curriculum Vitae (CV) and testimonials of key management staff. The curriculum vitae should be signed by the respective personnel on or after the date of Invitation to qualify. Any CV signed earlier than the date of Invitation shall not be considered and shall be disregarded during the evaluation.

#  APPENDIX TO TOR

 **Annex A: Declaration of Undertaking**

 **Annex B: Model of the Financial Proposal**

 **Annex C: Model Advance Payment Guarantee**

 **Annex D: Model Retention Guarantee**

Annex A

**Declaration of Undertaking**

We underscore the importance of a free, fair and competitive procurement process that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present procurement process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the pertinent Guidelines.

We also underscore the importance of adhering to minimum social standards ("Core Labour Standards") in the implementation of the project. We undertake to comply with the Core Labour Standards ratified by the Republic of Kenya.

We will inform our staff about their respective obligations and about their obligation to fulfill this declaration of undertaking and to obey the laws of the Republic of Kenya.

We also declare that our company/all members of the consortium has/have not been included in the list of sanctions of the World Bank, nor in any other list of sanctions and affirm that our company/all members of the consortium will immediately inform the Client if this situation should occur at a later stage.

We acknowledge that, in the event that our company (or a member of the consortium) is added to a list of sanctions that is legally binding upon the Client and/or World Bank, the Client is entitled to exclude our company/the consortium from the procurement procedure and, if the contract is awarded to our company / the consortium, to terminate the contract immediately if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion occurs after the Declaration of Under-taking has been issued.

.............................. ........................................................

(Place) (Date) (Name of company)

.......................................... (Signature(s))

Annex B

**Model of the Financial Proposal**

Annex B1: Model for Financial Proposal (Preliminary Design) – Cost Breakdown

|  |  |
| --- | --- |
| **SUMMARY** | **Amount (Kshs)** |
| 1. – Key staff |  |
| 2. – Support staff |  |
| Sub-Total – Staff cost |  |
| 3. – Transport |  |
| 4. – Project office consumables |  |
| 5. – Reports and documents |  |
| Sub-Total Logistics (Transport, Project office, Reports and documents) |  |
| **Total - Fixed costs** |  |
| 7. - Equipment costs |  |
| 8. - Miscellaneous costs |  |
| **Total – Reimbursable costs** |  |
| **Grand total** |  |

Annex B2: Model for Financial Proposal (Final Design and Tender documentation Phase) – Cost Breakdown

|  |  |
| --- | --- |
| **SUMMARY** | **Amount (Kshs)** |
| 1. – Key staff |  |
| 2. – Support staff |  |
| Sub-Total – Staff cost |  |
| 3. – Transport |  |
| 4. – Project office |  |
| 5. – Reports and documents |  |
| Sub-Total Logistics (Transport, Project office, Reports and documents) |  |
| **Total - Fixed costs** |  |
| 7. - Equipment costs |  |
| 8. - Miscellaneous costs |  |
| **Total – Reimbursable costs** |  |
| **Grand total** |  |

Annex C

**Model Advance Payment Guarantee**

**Letter by the Guarantor to the Employer**

On ……. (Date) ….... you concluded with..................... (Consultant) ......................................... A Contract for.............................................................................................................................................

(Project, subject of Contract)........................................ for the sum of................... (Contract price)............. (Kshs.)………………….

According to the provisions of the Contract the Consultant receives an advance payment in the amount of……………………………………… (Advance payment amount).......................................... Kshs. equaling …………………………….. % of the contract price.

We, the undersigned.............................................. (Bank) .......................................................... waiving all objections and defenses under the aforementioned Contract, hereby irrevocably and independently guarantee to pay on your first written demand any amount advanced to the Consultant up to a total of ………………………. Kshs. (Advance payment amount).......................................................... (In words...) against your written declaration that the Consultant has failed to perform as stipulated in the aforementioned Contract.

This Guarantee shall enter into force as soon as the advance payment has been credited to the account of the Consultant.

This Guarantee shall automatically be reduced in accordance with the preparatory costs paid and the services rendered by the Consultant.

In the event of any claim under this Guarantee, payment shall be made to ………….. (Account no)……………………………… for the account of ....................…………………… (On behalf of the Employer)

This guarantee shall expire not later than …………………………... (Date of last reimbursement) .... by which date we must have received any claims by letter or coded telecommunication.

It is understood that you will return this Guarantee to us upon expiry thereof or after settlement of the total amount to be claimed hereunder.

.................................................... ....................................................... Guarantor Place, date

Annex D

**Model of Retention Guarantee**

Address of guarantor bank:

…………………………………………………………………………………………………...

……………………………………………………………………………………………………

Address of beneficiary (contracting agency):

…………………………………………………………………………………………………..

…………………………………………………………………………………………………..

On ........................................... you concluded with the firm (name and full address) .............................................…………………………………………………… ("Contractor") a Contract for.................................................. ................................... (Project, object of the Contract) at a price of………………...........................................................................

Pursuant to the provisions of the Contract the Contractor shall receive the amount of ..................................., which corresponds to.......................... % of the contract value, as a final payment.

We, the undersigned....................................................... (bank), waiving all objections and defenses under the aforementioned contract, herewith irrevocably and independently guarantee to pay on your first written demand an amount of up to……………........................................................

(In words: ......................................................), against your written declaration that the Contractor has not duly performed his obligations under the aforementioned Contract.

In the event of any claim under this guarantee, we shall make all payments to ………………

………………for the account of the........................................ (Employer/Project-Executing Agency/Buyer).

This guarantee shall expire not later than.......................... By which date we must have received any claims by letter or coded telecommunication.

You will return this Guarantee to us upon expiry or after settlement of the total amount to be claimed hereunder.

........................................... ................................................................

 Guarantor Place, date

COUNTY GOVERNMENT OF KITUI

TEL: 044-4422041, 4422304 P.O BOX 33 - 90200

Email: finance@kitui.go.ke



KITUI COUNTY TREASURY

 SELF-DECLARATION FORM

 PURSUANT TO SECTION 62 OF PPADA ACT, 2015

ANTI-CORRUPTION & ANTI-FRAUDULENT PRACTICE DECLARATION

We (insert the name of the company / supplier) ……………….……………………. declares and guarantees that no offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice or fraudulent practice has been or will be made to anyone by our organization or agent, either directly or indirectly, as an inducement or reward for the award or execution of this procurement.



We further make a declaration that the documents, certificates, licenses and any other information provided to Kitui county Government in support of this bid are authentic and genuine.

In the event the above is contravened we accept that the following shall apply 

1. The Person shall be disqualified from entering into a contract for the procurement;
2. If a contract has already been entered into with the Person, the contract shall be voidable at the option of the county Government of Kitui;
3. The voiding of a contract by the procuring entity under subsection (b) above does not limit any other legal remedy that the County Government of Kitui may have;
4. Debarment proceedings shall be instituted in liaison with the PPRA.
5. We shall take liability for all legal consequences.

# NON - DEBARMENT DECLARATION

We (insert the name of the company / supplier) ………………..………………………………………....declares that we have not been debarred from participating in public procurement proceeding.

**CONFLICT OF INTEREST**

We (insert the name of the company / supplier) ………………………………………………………………declares and guarantees that no director or any person who has any controlling interest in our organization is a Public Officer or State Officer or Member of a Committee/Board of the County Government of Kitui.

Name. Signature: Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Seal / Business Stamp

Commissioner of oaths

NB: This form must be filled, signed and submitted by all bidders participating in this tender/quotation and it is a mandatory requirement.