



**MINISTRY OF AGRICULTURE, LIVESTOCK, FISHERIES
AND
CO-OPERATIVES**

State Department for Co-operatives

REQUEST FOR PROPOSAL

TENDER NO: Ref No: SDC/SCM/3/2021-2022

**CONSULTANCY SERVICE TO MORDERNIZE SELECTED
CO-OPERATIVE COFFEE FACTORIES IN KENYA**

SEPTEMBER 2021

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

The State Department for Co-operatives seeks to procure consulting firms with adequate capacity to undertake **Consultancy Services to Modernize Selected Co-operative Coffee Factories In Kenya – Tender Number- SDC/SCM/3/2021-2022.**

Technical and financial proposals are therefore invited from eligible consulting firms to undertake the exercise.

The Tender documents with further detailed information may be obtained from **the Supply Chain Management Office, NSSF Building, 16th Floor, Eastern Wing, during working hours (8.00 a.m. – 5.00 p.m.),** upon payment of a non-refundable fee of Kenya Shillings One Thousand (Kshs.1000/=) per set of the Tender document, payable at the **Cash Office, NSSF Building Block B, 10th floor or a banker's cheque.**

Interested bidders may download tender documents from the following link **www.ushirika.go.ke** or **www.supplier.treasury.go.ke** and submit the same free of charge.

The evaluation criteria shall be as prescribed in the tender documents.

Prices quoted **must** include all taxes, be expressed in Kenya Shillings and remain valid for a period of 120 days from the tender opening date. Bid securities from reputable Banks and approved Insurance Firms, where required, will be as stated in the bid documents.

All bids **must** be accompanied by a bid security of not less than the indicated amount in each tender document.

Completed and subsequently serialized proposals, in plain sealed envelopes, without indication of the sender, clearly marked Tender name and number should be addressed and delivered to: -

The Principal Secretary,

State Department for Co-operatives

P.O. Box 30547 – 00100,

NAIROBI

Or be deposited in the Tender Box at NSSF Building, Block ‘A’ Eastern Wing 16th Floor, at the main reception area so as to be received on or before Wednesday 29th September, 2021 at 10.30am.

Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend. Late tenders shall not be accepted.

HEAD OF SUPPLY CHAIN MANAGEMENT UNIT

FOR: PRINCIPAL SECRETARY

STATE DEPARTMENT FOR CO-OPERATIVES

Dear Sir/Madam

RE: REQUEST FOR PROPOSAL

1.1 State Department for Co-operatives invites proposals for the following consultancy service for cooperative training for funded societies.

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

- | | | |
|-------------|---|---|
| Section I | - | Letter of invitation |
| Section II | - | Information to consultants
Appendix to Consultants information |
| Section III | - | Terms of Reference |
| Section IV | - | Technical proposals |
| Section V | - | Financial proposal |
| Section VI | - | Standard Contract Form |

1.3 Upon receipt, please inform us

- (a) that you have received the letter of invitation
- (b) whether or not you will submit a proposal for the assignment

Yours sincerely,

Principal Secretary–State Department for Co-operatives

2.0 INFORMATION TO CONSULTANTS (ITC)

SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

- 2.1.1 The Client named the Appendix to “ITC” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a preproposal conference where applicable. Consultants should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 The Procuring entity will provide the inputs specified in the Appendix “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2.1.6 The procuring entity’s employees, committee members, board members and their relatives (spouse and children) are not eligible to participate.
- 2.1.7 The price to be charged for the tender document shall not exceed Kshs. 1,000/=

2.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.2 Clarification and Amendment of RFP Documents

2.1.9 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client's address indicated in the Appendix "ITC". The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

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

2.3 Preparation of Technical Proposal

2.3.1 The Consultants proposal shall be written in English language

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

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

- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
- (ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.

- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

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

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

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

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

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

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

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

2.4.5 The Proposal must remain valid for 60 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals; the consultants shall agree to the extension.

2.5 Submission, Receipt, and Opening of Proposals

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

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

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

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

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

2.6 Proposal Evaluation General

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

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

2.7 Evaluation of Technical Proposal

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

Mandatory Requirements

1. Incorporation Certificate/Business Registration Certificate
2. Tax Compliance Certificate
3. Submit a bid bond/security of Kshs.1,000,000 from a reputable bank or an insurance company approved by Public Procurement Regulatory Authority (PPRA)
4. Provide certified litigation clearance form
5. Provide CR12 (for limited companies)
6. Duly signed technical proposal
7. Declaration that you are not insolvent, in receivership, bankrupt or in the process of being wound up
8. Provide a self-declaration that they are not debarred from participating in the Public Procurement
9. A declaration that the firm has not and will not be involved in corrupt or fraudulent practices.
10. Duly paginated tender bids
11. Serialization
12. Communication Authority certification
13. National Construction Authority category 5 certification
14. Business/premises License
15. ICT Authority certification

Technical Mandatory

1. Design of Parchment beds as per specifications

TECHNICAL EVALUATION CRITERIA				
No	Category	Sub Category	Marks	Max. Point
A	WORK EXPERIENCE	Proof of specific experience of the consultant related to the assignment	10	20
		Proof of similar assignments – fabrication of metallic structures	10	
B	METHODOLOGY	Technical Approach-Proposed methodology in response to the ToR	15	46
		Methodology and schedule of the main activities of the assignment including delivery dates, progress reports and delivery of the final report (Clarity of methodology and work plan)	25	
		Proof of financial capacity by providing bank statements for the last 6(six) months and audited accounts for last 2(two) years also Provide bank letter of credit worthiness	6	
C	QUALIFICATIONS AND COMPETENCE OF STAFF	<i>Managerial and Key Personnel Competency Profile:</i> Suitability/adequacy for the assignment: profile of three consultants, general experience, level of education and training, experience in comparable assignment, knowledge of the industry (Provide relevant CV's for at least 3 staff besides the Lead Consultant who will be assigned to this project (specify their position in the company and the respective role to be undertaken in the event the firm is successful).	10	34
		Qualifications of Lead Consultant: <i>i. Bachelor Degree or Higher Diploma in Civil, Electrical or Structural Engineering or</i>	5	

			related area		
		ii.	A minimum of 5 years' experience in metal fabrication	5	
		iii.	Demonstrated experience and success in delivering similar projects {samples of fabricated metal structures, and reports previously developed} with recommendations	10	
		iv.	At least three referees for similar work done in the last three years (provide evidence)	4	
Total Technical Score					100

The minimum technical score required to proceed to financial evaluation is **70 Marks**

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

2.8 Public Opening and Evaluation of Financial Proposal

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

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

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

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

2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formula is indicated in the Appendix "ITC", be as follows: - $Sf = 100 \times \frac{Fm}{F}$ where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + p = 1$) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows: - $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

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

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

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

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

2.9 Negotiations

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

2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of

Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

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

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

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

2.9.6 The procuring entity shall appoint a team for the purpose of the negotiations.

2.10 Award of Contract

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

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

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

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

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

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

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

2.11 Confidentiality

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

2.12 Corrupt or fraudulent practices

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

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

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

Appendix to information to consultants

Note on the Appendix to Information to Consultants

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

Appendix to Information to Consultants

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

Clause Reference

2.1 The name of the Client is: State Department for Co-operatives.

2.1.1 Technical and Financial Proposals are requested: Yes ___No ___

The name, objectives, and description of the assignment are provided in the terms of reference.

2.1.2 A pre-proposal conference will be held: Yes _____ No ___

The names, addresses and telephone numbers of the Client's official(s) are:

Commissioner for Cooperatives Development,
P.O. Box 30547 -00100
Nairobi,
Tel 020-2731531-9

2.1.3 The Client will provide the following inputs: Details provided in Pg 30-36

2.1.4 The estimated number of professional staff months required for the assignment is; Details provided in Pg 30-36

2.1.5 The minimum required experience of proposed professional staff is Details provided in Pg 30-36

2.1.6 Training is a specific component of this assignment:

Yes___ No _____

2.1.7 Additional information in the Technical Proposal includes: Details provided in Pg 19-20

2.1.8 Consultants must submit an original and two (2) additional copies of each proposal.

2.1.9 The proposal submission address is: P.O Box 30547 -00100 Nairobi Information on the outer envelope should also include: **Ref No: SDC/SCM/4/2021-2022**

2.2.0 Proposals must be submitted no later than the following date and time: **29th September, 2021.**

2.2.1 The address to send information to the Client is:

State Department for Co-operatives,
P.O Box 30547 -00100.
Nairobi

2.2.2 The minimum technical score required to pass *is 70 Marks*

1.2.3 The assignment is expected to commence on by October, 2021 or any other date provided by the employer.

SECTION III: - TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

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

1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____ Date]

To: _____ [Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for

_____ [Title of consulting services] in accordance with your Request for Proposal dated _____ [Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, [and a Financial Proposal sealed under a separate envelope-where applicable].

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

We remain,

Yours sincerely,

_____ [Authorized Signature]:

_____ [Name and Title of Signatory]

Assignment Name:	Country
Location within Country:	Professional Staff provided by Your Firm/Entity(profiles):
Name of Client: assignment.	Clients contact person for the
Address:	No of Staff-Months; Duration of Assignment:
Start Date (Month/Year): (Month/Year):	Completion Date Approx. Value of Services (Kshs)
Name of Associated Consultants. If any: Consultants:	No of Months of Professional Staff provided by Associated
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:	

: _____ [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.

Firm's Name: _____ Name and title of signatory;

TERMS OF REFERENCE (TOR)

TERMS OF REFERENCE FOR CONSULTANCY TO CONSTRUCT COFFEE DRYING BEDS IN SELECTED COOPERATIVE COFFEE FACTORIES IN KENYA

1. CONTEXT

The Kenya coffee sub-sector is a major employer in the Country and supports livelihoods of many families. Previously, coffee used to be the leading foreign exchange earner for the Country but dropped to the fourth position (Kenya Economic Outlook, 2018). The decline in coffee earnings can be attributed to various challenges that include; inefficient processing infrastructure due to low adoption of modern technologies; high cost of processing; and poor governance of coffee Co-operatives societies among others. The decline has affected farmers' earnings and their livelihoods.

The Government through the State Department for Co-operatives is working towards various coffee reforms towards revitalizing the coffee sector. The reforms have been prioritised in the National Coffee Task Force recommendations based on eight (8) pillars along the Coffee Value chain namely:- Coffee Legal Reforms; Coffee Subsidy Program; Establishment of Coffee Cherry Advance Payment System; Modernization of Nairobi Coffee Exchange; Youth involvement in Coffee Sub-Sector; Promotion of Local Coffee Consumption; Institutional Support; Marketing of Kenya Coffee; Audit of Coffee Co-operatives; and Debt Waivers to the Coffee Co-operatives. To actualize these, the State Department for Co-operatives developed a Coffee Revitalization Action Plan (CRAP) aligned to the recommendations of the Task Force. This plan forms a basis for coordinating and providing strategic leadership in the coffee sub-sector. Among the pillars is rehabilitation of existing primary coffee processing infrastructure in 490 coffee factories spread in 31 coffee growing counties. This will entail rehabilitation of factory machine and equipment which include; stores, fermentation lines and tanks, electrification, drying beds/ drying tables, conditioning bins, recirculation machines, stores, water access and storage tanks and introduction of new modern pulpers among other priority needs.

2. Rationale

Coffee Co-operative Societies factories experience high parchment losses due to uneven drying owing to dilapidated drying beds. These challenges will be overcome through

construction of new and sustainable drying infrastructures at factory level, those will minimize processing losses during drying of parchment

In the Financial Year 2021/22, the State Department is seeking the services of a contractor to construct metallic parchment drying beds, measuring 25m by 1m, in each of the 100 targeted factories.

The successful implementation of this intervention is envisaged to promote adoption of eco-friendly technology and enhanced quality processing of coffee hence increased returns.

3. Objective

The main objective of this intervention is to improve the performance of Coffee Co-operative factories through provision of modern drying beds for operational efficiencies in order to improve quality of coffee for enhanced income to the farmers.

4. Scope of work

The modernization project will focus on the 100 selected Cooperative coffee factories spread in 23 counties. The intervention will include erection of efficient parchment drying beds.

5. Purpose of the consultancy

The State Department is seeking the services of a consultant to:

- a) Design and construct 5 metallic parchment drying tables of 25M BY 1M in each of the 100 selected Co-operative coffee factories as per the specifications provided by SDC as well as deliver equipment as per specification

6. Specific tasks

The consultancy will entail the following outputs and Task

Outputs	Task
5 metallic parchment drying tables of 25 square metres constructed in each of the 100 selected factories as well as procure and deliver inspection automobile as per specifications	<p>Design, construct and erect 5 metallic parchment drying tables of 25M X 1M in each of the 100 selected coffee factories.</p> <p>Paint the metallic drying beds with rust resistant metallic paint.</p> <p>Procure and deliver inspection automobile</p>

7. Deliverables

- i. An inception report approved by SDC with a detailed design, work plan and with key milestones and timelines within 14 days upon signing the contract;
- ii. Certificates of completion for metallic parchment drying tables of 25MX1M installed in the 100 Coffee Co-operatives Societies factories;

8. Timeline

The assignment shall be completed within **90 Calendar days** upon signing of the contract.

9. Consultant Selection Method

The consultant will be selected based on experience and qualifications

10. Reporting and other Contract Conditions

The consultant will report to the Accounting Officer, but will work closely with identified staff of the State Department for Co-operatives and officers responsible for Co-operative matters in respective counties.

11. General Qualification/skills Required

Any firm registered with Registrar of Companies in the Government of Kenya and having a minimum five years of experience in the field of erecting drying tables/beds is eligible to apply. Must have undertaken at least three (3) similar assignments in the last three Years. It must also be registered with the National Construction Authority (NCA 6).

12. Composition of Team Members

All the team members should have a proven experience in similar projects. The applicant shall send a detailed CV of the team members that will be involved in the proposed project including academic qualifications, training, and work experiences. The bidding firms should provide the names of the key team members who meet the requirements for each job needed for the project.

Key Professional Staff

- i. Team Leader who will be the contact person with SDC.
- ii. The **lead consultant** who must have a Bachelor's degree or higher Diploma in either electrical, civil, mechanical engineering or related degree and post qualification experience of at least 5 years. She/he must be registered with the
- iii. relevant professional body qualified technicians in Civil/Structural, Electrical or Mechanical engineering field.

13. Payment Procedure

a) **Payment** will be in three instalments, these are:

- i) **First instalment: 25%** upon submission and acceptance of inception report and provision of a valid performance bond
- ii) **Second instalment: 35%** upon Design, construction, erection and inspection of 5 metallic parchment drying tables of **25M X 1M** in each of the 100 selected coffee factories;
- iii) **Third instalment: 40%** upon receipt, inspection and acceptance, by the SDC, of the final and commissioning report.

NB: 5% retention during the one-year defect liability period.

14. Confidentiality

During the performance of the assignment or any time after expiry or termination of the agreement, the organization/company/firm shall not disclose to any person or otherwise make use of any confidential information which the organization/company/firm has obtained or may obtain in the course of the consultancy relating to partner organization/Government of Kenya, the Co-operative societies or otherwise.

Annex 1: Specification of parchment metallic drying beds

	Hardware Title	Units	Model	Features
	Parchment metallic drying beds	5 per site for 100 selected Factories	Metallic drying beds	Thick hollow square tube (50mm x 50mm x 2mm)
				Stand post square tube spacing (one stand to another) - 6ft
				Stand post square tube height from the ground level -1200mm +6-inch concrete under the ground
				Length x width 22500mm x1200mm
				Angle line frame 50mm x 50mm x 2mm
				Ribbed wired mesh (medium gauge-2.22kg/m)

				T –section fitted to angle frame (50 x 25 x 6mm)
				Spacing T-section fitted centre to centre on angle frame (900mm) Painting Under coat-black Final coat red

ANNEX 2. Inspection double cab specifications (ONE Unit)

Pick -up configuration	Double Cab
Displacement (cc)	Max 2499
No. of cylinders	4
Compression ratios	18.1.1
Bore x stroke (mm)	95.4 x 87.4
No. of valves	16
Power (kW) @ r/min	100 @ 3600
Torque (Nm) @ r/min	
Fuel system	Common Rail Direct Injection
Turbocharger	Standard
Intercooler	Standard
Transmission type	5- speed manual
Wheel suspension front	Leaf Spring Overslung

Wheel suspension rear	Twin-Tube Gas Pressurised (Heavy Duty)
Shock absorbers	N/A
Hi-ride suspension	Standard
Skid plate guard	Standard
Engine sump guard	Standard
Transfer case guard	Standard
Fuel tank guard	5294
Warranty & roadside assistance	1 yr/ Unlimited Mileage
Service plan	Standard
Service intervals	10,000 km

ANNEX 3. LIST OF SAMPLED COFFEE CO-OPERATIVES FOR MODERNIZATION PROJECT

SN O	COUNTY	TOTAL FACTORIES (PHASE 2)	NAME OF SOCIETY
1.	Meru	6	Kianjuri FCS, Thangatha FCS, Kithangari FCS, Kanguru FCS, Munguna FCS, Katheri FCS
2.	Tharaka Nithi	5	Mutindwa FCS, Mwanga FCS, Muiru FCS, Kiriani FCS, Kithitu FCS

3.	Embu	7	Murue FCS, Gakundu FCS, Thabana FCS, Kanjugu FCS, Rianjagi FCS, Muramuki FCS, KIRRURUMWE FCS
4	Nyeri	7	Othaya FCS, Baricho FCS, New Gikaru FCS, Ruthaka FCS, Rumukia FCS, New Tekangu FCS, Thiriku FCS
5.	Kirinyaga	13	Inoi FCS, Urumandi FCS, Mutiira FCS, Muirua FCS, Kabare FCS, New Ngariama FCS, Kibirigwi FCS, Thirikwa Fcs, Kirithathi FCS, Mirichi FCS, Rungeto FCS, Ngiriabu FCS
6.	Machakos	9	Ngomano FCS, New Mitamboni FCS, Kwa Matingi FCS, Mwatati FCS, kwa Kiinyu FCS, Mungala FCS, Muthuunzuni FCS, Kambusu FCS, Kaliluni FCS
7.	Muranga	6	Kahuhia FCS, Thangaini FCS, Muruka FCS, New Kiriti FCS, Kangunu FCS, Kiawanduma FCS
8.	Nandi	3	Kapsaos Toretmoi FCS, Kapkiyai M.C. Soc. Ltd, Kabunyaeria FCS
9.	BUNGOMA	12	Chwele FCS, Kaptola FCS, Kibisi FCS, Menu FCS, New Chesikaki FCS, Kikai FCS, Sasuri FCS, Kimabole FCS, Chepkube FCS, Mayekwe FCS,

			Emanang FCS, Tuikut FCS
10.	KERICHO	7	Kamiwa FCS, CHEPKITAR FCS, Lelu FCS, RORET FCS, KASHEEN FCS, KUNYAK FCS, Kimoligit FCS
11.	NYAMIRA	6	Girango FCS, Eaka FCS, Nyabomite FCS, Magwagwa FCS, Geshonso FCS, Gesarara FCS
12.	KISII	6	Kenyenya FCS, Marani Farmers FCS, Nyamosongo FCS, Gakera FCS, Kiamocha FCS, Magena FCS
13.	Makueni	1	Kikima FCS
14.	Vihiga	1	Lunyerere FCS
15.	Kakamega	1	Mumunyonzo FCS
16.	Baringo	1	Kituro FCS
17.	Elgeyo Marakwet	1	Kocholwo FCS
18.	Migori	1	Bukuria FCs
19.	Homa Bay	1	Orinde FCS
20.	Trans Nzoia	1	Siboti FCS
21.	West Pokot	1	Pokot FCS
22.	Kiambu	3	Gitwe FCS, Komothai FCS, Ritho FCS
23.	Nakuru	1	Jumatatu FCS
	Total Factories	100	

NB: The list of the specific factories will be availed by SDC to the successful bidder.

The Principal Secretary

State Department for Co-operatives

Social Security House BLOCK 'A'

Bishops Road,

P.O. Box 30547 - 00100

NAIROBI

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 authorized 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	Months (in the Form of a Bar Chart)												Number of months		
			1	2	3	4	5	6	7	8	9	10	11	12			

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

8. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

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

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

(b). Completion and Submission of Reports

Reports	Date

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

SECTION VI:

STANDARD FORMS OF CONTRACT

- a.** ANNEX I – LARGE ASSIGNMENTS (LUMP-SUM PAYMENTS)

- b.** ANNEX II – LARGE AND SMALL ASSIGNMENTS (TIME -BASED PAYMENTS)

- c.** ANNEX III – SMALL ASSIGNMENTS (LUMP-SUM PAYMENTS)

NOTES

- 1. LARGE ASSIGNMENT _____ Exceeding Ksh 5,000,000

- 2. SMALL ASSIGNMENT _____ Not exceeding Ksh. 5,000,000

- 3. TIME BASED PAYMENT ___ Time based fixed fee Exact duration of contract not fixed

- 4. LUMP-SUM PAYMENT _____ Stated fixed contract sum.

ANNEX II

SAMPLE CONTRACT FOR CONSULTING

SERVICES LARGE ASSIGNMENTS AND Small Assignments

Time-Based Payments

SAMPLE CONTRACT FOR CONSULTING SEVICES

SMALL ASSIGNMENTS

TIME-BASED PAYMENTS

CONTRACT

This Agreement [hereinafter called “the Contract”) is entered into this _____ [Insert starting date of assignment],
by and between

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

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

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

NOW THEREFORE THE PARTIES hereby agree as follows:

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

(ii) The Consultant shall provide the reports listed in Appendix B, “Consultant’s Reporting Obligations,” within the time periods listed in such Appendix and the personnel listed in Appendix C, “Cost Estimate of Services, List of Personnel and Schedule of Rates” to perform the Services.

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

3. Payment

A. Ceiling

For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to exceed a ceiling of _____ [*Insert ceiling amount*]. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as

(i)

Well as any tax obligation that may be imposed on the Consultant. The payments made under the Contract consist of the Consultant's remuneration as defined in sub-paragraph (B) below and of the reimbursable expenditures as defined in sub-paragraph (C) below.

B. Remuneration

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

C. Reimbursable

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

- (i) normal and customary expenditures for official road and air travel, accommodation, printing and telephone charges; air travel will be reimbursed at the cost of less than first class travel and will need to be authorized by the Client's

- Coordinator;
- (ii) such other expenses as approved in advance by the Client's coordinator.

D. Payment Conditions.

Payment shall be made in Kenya shillings unless otherwise specified not later than thirty {30} days following submission of invoices in duplicate to the Coordinator designated in Clause 4 here below. If the

Client has delayed payments beyond thirty (30) days after the date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

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

4. Project Administration

A. Coordinator

The Client designates _____
[Insert name] as Client's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices

(ii)

for payment and for acceptance of the deliverables by the Client.

B. Timesheets.

During the course of their work under this Contract, including field work, the Consultant's employees

providing services under this Contract may be required to complete timesheets or any other document used to identify time spent as well as expenses incurred, as instructed by the Project Coordinator.

C. Records and Accounts

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

5. Performance

The Consultant undertakes to perform the Services with

Standard

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

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

7. Ownership of Material

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

8. Consultant Not to be Engaged in Certain Activities

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

9. Insurance

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

10. Assignment

The Consultant shall not assign this Contract or

Subcontract any portion thereof without the Client's prior written consent.

11. Law Governing Contract and Language The Contract shall be governed by the Laws of Kenya and the language of the Contract shall be English Language.

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

FOR THE CLIENT

Full name; _____

Title: _____

Signature; _____

Date; _____

FOR THE CONSULTANT

Full name _____

Title: _____

Signature; _____

Date; _____

LIST OF APPENDICES

Appendix A: Terms of Reference and Scope of Services

Appendix B: Consultant’s Reporting Obligation

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

APPENDIX C

1. Financial Proposal

**Financial Proposal to be provided in a separate envelope indicated-
FINANCIAL
PROPOSAL-PLEASE DON’T OPEN. OPEN AFTER TECHNICAL
EVALUATION**

ANNEX III

SAMPLE CONTRACT FOR CONSULTING SERVICES

Small Assignments
Lump-sum payments

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

CONTRACT

This Agreement, [hereinafter called “the Contract”) is entered into this
_____ [Insert starting date of assignment], by and between
_____ [Insert Client’s name] of [or
whose registered office is situated

at] _____ [insert Client's
address](hereinafter called "the Client") of the one part AND

_____ [Insert
Consultant's name] of [or whose registered office is situated at]
_____ [insert Consultant's
address](hereinafter called "the Consultant") of the other part.

WHEREAS the Client wishes to have the Consultant perform the services [hereinafter referred to as "the Services", and WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

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

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

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

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

(i)

3. Payment A. Ceiling

For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to exceed____

_____ [Insert amount]. This amount has been

established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

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

Kshs _____ upon the Client's receipt of a copy of this Contract signed by the Consultant; Kshs _____ upon the Client's receipt of the draft report, acceptable to the Client; and

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

Kshs _____ Total

C. Payment Conditions

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

**4. ProjectA.Coordinator.
Administration**

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

B. Reports.

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

5. Performance Standards

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

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

7. Ownership of Material or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

8. Consultant Not to be Engaged in certain Activities The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

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

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

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

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

FOR THE CLIENT

FOR THE CONSULTANT

Full name; _____ Full name; _____

Title: _____ Title: _____

Signature; _____ Signature; _____

Date; _____ Date; _____

LIST OF APPENDICES

Appendix A: Terms of Reference and Scope of Services

Appendix B: Consultant's Personnel

Appendix C: Consultant's Reporting Obligations

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

- 1. Please acknowledge receipt of this letter of notification signifying your acceptance.
- 2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
- 3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER.

