

REPUBLIC OF KENYA



MINISTRY OF TRANSPORT, INFRASTRUCTURE, HOUSING AND URBAN DEVELOPMENT

STATE DEPARTMENT OF INFRASTRUCTURE

MATERIALS TESTING AND RESEARCH DIVISION (MTRD)

MODERNISATION OF THE MTRD LIBRARY

TENDER NO: MOTIHUD/MTRD/NCB/11/2016-2017

24 April, 2017

**Chief Engineer (Materials);
Materials Testing & Research Division,
P.O. Box 11873 – 00400;
Nairobi**

**Principal Secretary
State Department of Infrastructure
P.O. Box 30260-00100
Nairobi**

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SECTION 1: LETTER OF INVITATION

To _____ [date]

[Name and address of Consultant]

Dear Sir,

MODERNISATION OF THE MATERIALS TESTING AND RESEARCH DEPARTMENT LIBRARY

TENDER FOR MODERNIZATION OF MTRD LIBRARY

The Ministry of Transport, Infrastructure, Housing and Urban development, intends to use part of the funds under its development vote to support Materials Testing and Research Department (MTRD) in Re-Organisation and Modernisation of the Materials Testing and Research Department Library.

The Ministry now invites BIDS to supply goods & Services in the modernisation of the Library. Details on the services are provided in the Terms of Reference (ToR).

A firm will be selected based on Quality and Cost Based Selection (QCBS) method

The tender includes the following documents:

- Section 1 – Letter of Invitation
- Section 2 – Instructions to Tenderers (including Data Sheet)
- Section 3 – Standard Forms for Technical Proposal
- Section 4 – Standard Forms for Financial Proposal
- Section 5 – Terms of Reference
- Section 6 – Standard Forms of Contract.

You are required to submit the following particulars / information together with the technical proposal:-

- a) **Certified** copy of certificate of incorporation
- b) **Certified** copy of current Tax Compliance certificate.
- c) Current work load
- d) Curriculum Vitae (CV) of the proposed key staff duly **signed** by the proposed individual.
- e) **Certified** copies of certificates and testimonials of the proposed key staff.

You are requested to obtain the Tender document from the undersigned as from **25th April 2017**.

A pre-tender conference will be held at Materials Testing and Research Department, Machakos Road, Industrial Area on **May 3rd 2017** at the Conference room. 1st floor, Room no. 105.

A complete set of bidding documents may be purchased by interested bidders upon payment of a non-refundable fee of **KShs 1,000 (Kenya Shillings One thousand)** at **Cash Office, Ground Floor, Materials Testing and Research Division (MTRD), off Machakos Road, Industrial Area**. The method of payment shall be cash or equivalent in Bankers' Cheque payable to **Principal Secretary, State Department of Infrastructure, P.O. Box 30260 NAIROBI**. The bid document may also be downloaded from www.transport.go.ke or www.supplier.treasury.go.ke free of charge.

Completed bids should be clearly marked with ***Tender Name and Tender Number*** as indicated above and deposited in tender box at the **WORKS BUILDING GROUND FLOOR opposite room 48** and addressed to or posted to:

**Principal Secretary
State Department of Infrastructure
Ministry of Transport, Infrastructure, Housing and Urban Development,
P.O. Box 30260– 00100, Nairobi.**

The submission dates for the tender is on or before **10th May 2017 at 10.00am** .

Bids shall be opened immediately in the presence of the bidders' representatives who choose to attend in person in the **9th Floor boardroom, Works Building, Ngong Road**.

Yours Faithfully,

Head of Supply Chain Management Services Unit

For: Principal Secretary

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2.1. Eligible Tenderers

- 2.1.1. This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods and Services by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4. Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2. Eligible Goods

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3. The origin of goods is distinct from the nationality of the tenderer.

2.3. Cost of Tendering

- 2.3.1. The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2. The price to be charged for the tender document **shall not exceed KShs. 1,000/=**
- 2.3.3. All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4. The Tender Document

- 2.4.1. The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers
 - (i) Invitation to Tender

- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire

2.4.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.5. Clarification of Documents

2.5.1. A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.2. The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6. Amendment of Documents

2.6.1. At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.

2.6.2. All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

2.6.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.7. Language of Tender

2.7.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring entity, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.8. Documents Comprising of Tender

2.8.1. The tender prepared by the tenderers shall comprise the following components

- a. Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- b. Documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

- c. Documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- d. Tender security furnished in accordance with paragraph 2.14

2.9. Tender Forms

- 2.9.1. The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.10. Tender Prices

- 2.10.1. The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract
- 2.10.2. Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.
- 2.10.3. Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22
- 2.10.3. The validity period of the tender shall be 60 days from the date of opening of the tender.

2.11. Tender Currencies

- 2.11.1. Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

2.12. Tenderers Eligibility and Qualifications

- 2.12.1. Pursuant to paragraph 2.1. the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.12.2. The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1
- 2.12.3. The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;
 - a. that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.

- b. that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- c. that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13. Goods Eligibility and Conformity to Tender Documents

- 2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract
- 2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:
- (a) a detailed description of the essential technical and performance characteristic of the goods;
 - (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and
 - (c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the

Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14. Tender Security

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.14.2 The tender security shall be in the amount of 2 per cent of the tender sum.

2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22

2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
- (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.27 or
 - (ii) to furnish performance security in accordance with para. 2.28

2.15. Validity of Tenders

2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph

2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16. Format and Signing of Tender

2.16.1 The Procuring entity shall prepare two copies of the tender, clearly marking each **“ORIGINAL TENDER”** and **“COPY OF TENDER,”** as appropriate. In the event of any discrepancy between them, the original shall govern.

2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.17. Sealing and Marking of Tenders

2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as **“ORIGINAL”** and **“COPY.”** The envelopes shall then be sealed in an outer envelope.

2.17.2 The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the Invitation to Tender:

(b) bear, tender number and name in the Invitation for Tenders and the words, **“DO NOT OPEN BEFORE,”** as in invitation for bids.

2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared **“late”**.

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.18. Deadline for Submission of Tenders

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph no later than as in invitation for bids.

2.18.2. The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended.

2.19. Modification and Withdrawal of Tenders

2.19.1. The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring Entity prior to the deadline prescribed for submission of tenders.

2.19.2. The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.19.3. No tender may be modified after the deadline for submission of tenders.

2.19.4. No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7

- 2.19.5. The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.6. 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.

2.20. Opening of Tenders

- 2.20.1. The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend **as in invitation for bids** and in the location specified in the Invitation to Tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.20.2. The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.20.3. The Procuring entity will prepare minutes of the tender opening.

2.21. Clarification of Tenders

- 2.21.1. To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.21.2. Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22. Preliminary Examination

- 2.22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail
- 2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.23. Conversion to Single Currency

2.23.1. Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.24. Evaluation and Comparison of Tenders

2.24.1. The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2. The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25. Preference

Preference where allowed in the evaluation of tenders shall not exceed 15%

2.26. Contacting the Procuring entity

2.26.1. Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.26.2. Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.27. Award of Contract

(a) Post-qualification

- 2.27.1. In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.27.2. The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.
- 2.27.3. An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

- 2.27.4. The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

(c) Procuring entity's Right to Vary quantities

- 2.27.5. The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) Procuring entity's Right to accept or Reject Any or All Tenders

- 2.27.6. The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action.

2.28. Notification of Award

- 2.28.1. Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.28.2. The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties
- 2.28.3. Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.29. Signing of Contract

- 2.29.1. At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 2.29.2. 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.
- 2.29.3. Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.30. Performance Security

- 2.30.1. Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.
- 2.30.2. Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31. Corrupt or Fraudulent Practices

- 2.31.1. The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;
- 2.31.2. The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.31.3. Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Data Sheet

Paragraph Reference	
1.1	<p>Name of the Client: <i>Principal Secretary, Ministry of Transport,Infrastructure,Housing and Urban Development. State Department of Infrastructure.</i></p> <p>Method of selection: <i>Quality and Cost Based Selection (QCBS)</i></p>
1.2	<p>Financial Bids to be submitted together with Technical Specifications: <i>Yes</i></p> <p>Name of the assignment is:</p> <p><i>Consultancy Services For:</i></p> <p><i>Modernisation of the Materials Testing and Research Division Library</i></p>
1.3	<p>A pre-tender conference will be held: <i>Yes on 3rd May 2017 from 10.00 Am, at the Conference Room, 1st Floor, Materials Division Headquarters, Machakos Road, Industrial Area, Nairobi.</i></p> <p>The Client's representative is:</p> <p><i>Chief Engineer (Materials)</i> <i>Ministry of Transport and Infrastructure</i> <i>Room 104, 1st floor, Materials Hqts</i> <i>Machakos Rd. Industrial area</i> <i>P.O. Box 11873-00400</i> <i>NAIROBI, KENYA</i></p> <p><i>Telephone: 554950/3/4 Facsimile: : 554877</i> <i>E-mail: akulah1720@gmail.com Cell. No. 0722485561</i></p>
1.4	<p>The Client will provide the following inputs and facilities:</p> <p><i>The client shall facilitate the Consultant and his personnel access to all documents, staff and the library.</i></p>
2.1	<p>Clarifications may be requested not later than <i>Seven (7) days</i> before the submission date.</p> <p>The address for requesting clarifications is:</p> <p><i>Chief Engineer (Materials)</i> <i>Ministry of Transport and Infrastructure</i> <i>Room 104, 1st floor, Materials Hqts</i> <i>Machakos Rd. Industrial area</i> <i>P.O. Box 11873-00400</i> <i>NAIROBI, KENYA</i></p> <p><i>Telephone: 554950/3/4 Facsimile: : 554877</i> <i>E-mail 1: skkogi1@gmail.com</i> <i>E-mail 2: akulah1720@gmail.com Cell. No. 0722485561</i> <i>Email 3: Mosesomolo@yahoo.com</i></p>

3.1	Tenders shall be submitted in the following language: <i>English</i> .																
3.3 (b)	The estimated number of professional staff-months required for the assignment is: 4½ months																
3.4	The Format of the Technical Proposal to be submitted is: <i>FTP</i>																
3.4 (g)	Training is a specific component of this assignment: <i>Yes</i>																
3.6	Reimbursable expenses are as listed in Form F5																
3.7	Taxes: <i>The Consultant shall be liable to pay all taxes, duties and levies including VAT in accordance with the laws of Kenya and the Client shall not reimburse any amount paid in this context.</i>																
4.3	Consultant must submit the original Technical Proposal and Financial Proposal in two separate envelopes with their copies.																
4.5	The Bids submission address is: Principal Secretary State Department of Infrastructure Ministry of Transport, Infrastructure, Housing and Urban Development, P.O. Box 30260– 00100, Nairobi. Bids must be submitted no later than the following date and time: 10th May 2017 at 10 AM.																
5.2	Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are: <p style="text-align: right;"><u>Points</u></p> <p>(a) Specific experience of the Consultants relevant to the assignment: 10</p> <p>(b) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</p> <table style="width: 100%; border: none;"> <tr> <td style="padding-left: 20px;">(i) Technical approach and methodology</td> <td style="text-align: right;">25</td> </tr> <tr> <td style="padding-left: 20px;">(ii) Work plan</td> <td style="text-align: right;">15</td> </tr> <tr> <td style="padding-left: 20px;">(iii) Organization and staffing</td> <td style="text-align: right;">10</td> </tr> <tr> <td style="padding-left: 40px;">Total points for criterion (b):</td> <td style="text-align: right;">50</td> </tr> </table> <p>(c) Key professional staff qualifications and competence for the assignment:</p> <table style="width: 100%; border: none;"> <tr> <td style="padding-left: 20px;">(i) Team leader</td> <td style="text-align: right;">20</td> </tr> <tr> <td style="padding-left: 20px;">(ii) Librarian</td> <td style="text-align: right;">10</td> </tr> <tr> <td style="padding-left: 20px;">(iii) IT Expert</td> <td style="text-align: right;">10</td> </tr> <tr> <td style="padding-left: 40px;">Total</td> <td style="text-align: right;">40</td> </tr> </table> <p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-</p>	(i) Technical approach and methodology	25	(ii) Work plan	15	(iii) Organization and staffing	10	Total points for criterion (b):	50	(i) Team leader	20	(ii) Librarian	10	(iii) IT Expert	10	Total	40
(i) Technical approach and methodology	25																
(ii) Work plan	15																
(iii) Organization and staffing	10																
Total points for criterion (b):	50																
(i) Team leader	20																
(ii) Librarian	10																
(iii) IT Expert	10																
Total	40																

	<p>criteria and relevant percentage weights:</p> <p>(i) Professional/Technical Experience: 30% (ii) General Experience: 20% (iii) Specific experience: 50% Total weight: 100%</p>
	<p>Total points for the three criteria: 100 Points</p> <p>The minimum technical score S_t required to pass is: 70 Points</p>
5.7	<p>The formula for determining the financial scores is the following: $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.</p> <p>The weights given to the Technical and Financial Proposals are: $T = 0.7$, and $P = 0.3$</p>
6.1	<p>Expected date and address for contract negotiations: <i>The date shall be communicated</i></p> <p><i>Chief Engineer (Materials) Ministry of Transport and Infrastructure Room 104, 1st floor, Materials Hqts Machakos Rd. Industrial area P.O. Box 11873-00400 NAIROBI, KENYA</i></p> <p><i>Telephone: 554950/3/4 Facsimile: : 554877</i> <i>E-mail: akulah1720@gmail.com Cell. No. 0722485561</i></p>
7.2	<p>Expected date for commencement of consulting services Immediately after order to commence</p>

Section 3. Technical Proposal - Standard Forms

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended. The forms include:

FORM T1: TECHNICAL PROPOSAL SUBMISSION FORM	21
FORM T2: CONSULTANT’S ORGANIZATION AND EXPERIENCE	22
A - CONSULTANT’S ORGANIZATION	22
B - CONSULTANT’S EXPERIENCE	23
FORM T3: COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE CLIENT	24
A - ON THE TERMS OF REFERENCE	24
B - ON COUNTERPART STAFF AND FACILITIES	25
FORM T4: DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT	26
FORM T5: TEAM COMPOSITION AND TASK ASSIGNMENTS	27
FORM T6: CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF	28
FORM T 7: STAFFING SCHEDULE¹	30
FORM T8 WORK SCHEDULE	31

Comments in brackets [] in the forms provide guidance to the Consultants for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.

Form T1: Technical Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope¹.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]²

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

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.7 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.2 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

1 [In case Paragraph Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with: "We are hereby submitting our Proposal, which includes this Technical Proposal only."]

2 [Delete in case no association is foreseen.]

Form T2: Consultant's Organization and Experience

A - Consultant's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.]

B - Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use 20 pages.]

Assignment name:	Approx. value of the contract (in Kshs):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N ^o of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in Kshs):
Start date (month/year): Completion date (month/year):	N ^o of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	
Letter of Award*:	Ref No. Date:
Letter of Completion*:	Ref No. Date:

*Attach Correspondence

Firm's Name: _____

Name and title of Signatory _____

Form T3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

Form T4: Description of Approach, Methodology and Work Plan for Performing the Assignment

(For small or very simple assignments the Client should omit the following text in *Italic*)

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (50 pages, inclusive of charts and diagrams) divided into the following three chapters:

- a) Technical Approach and Methodology,*
- b) Work Plan, and*
- c) Organization and Staffing,*

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form T8.

c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

Form T5: Team Composition and Task Assignments

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

Form T6: Curriculum Vitae (CV) for Proposed Professional Staff

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: _____

2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____

3. **Name of Staff** [*Insert full name*]: _____

4. **Date of Birth:** _____ **Nationality:** _____

5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

6. **Membership of Professional Associations:** _____

7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: _____

8. **Countries of Work Experience:** [*List countries where staff has worked in the last ten years*]: _____

9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: _____

10. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From [Year]: ____ **To [Year]:** _____

Employer: _____

Positions held: _____

<p>11. Detailed Tasks Assigned</p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
--	--

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____
[Signature of staff member or authorized representative of the staff] Day/Month/Year

Full name of authorized representative: _____

Form T 7: Staffing Schedule¹

N°	Name of Staff	Staff input (in the form of a bar chart) ²												Total staff-month input		
		1	2	3	4	5	6	7	8	9	10	11	12	n	Total	
Professional Staff																
1																
2																
3																
n																
														Subtotal		
Support Staff																
1																
2																
n																
														Subtotal		
														Total		

1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.

3 Field work means work carried out at a place other than the Consultant's home office.

 Full time input

 Part time input

Form T8 Work Schedule

N°	Activity ¹	Months ²												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

Section 4. Financial Proposal - Standard Forms

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

[The Appendix “Financial Negotiations - Breakdown of Remuneration Rates” is to be only used for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or Single-Source Selection method is adopted, according to the indications provided under paragraph 6.3 of Section 2.]

FORM F1: FINANCIAL PROPOSAL SUBMISSION FORM	33
FORM F2: SUMMARY OF COSTS	34
FORM F3: BREAKDOWN OF COSTS BY ACTIVITY¹	35
FORM F4-LS: BREAKDOWN OF REMUNERATION¹ (LUMP-SUM)	36
FORM F5 - LS: BREAKDOWN OF REIMBURSABLE EXPENSES (LUMP-SUM)	37

Comments in brackets [] in the forms provide guidance to the Consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.

Form F1: Financial Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your **Tender NO: MOTIHUD/MTRD/NCB/11/2016-17** dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. This amount is exclusive of the local taxes, which shall be identified during negotiations and shall be added to the above amount.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.14 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below²:

Name and Address of Agents	Amount (Kshs.)	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

-
- 1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form F2.
 - 2 If applicable, replace this paragraph with: “No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution.”

Form F2: Summary of Costs

No.	Activity Description	Unit	Rate	Amount
1	Preliminary study	Lump Sum		
2	Implementation	Lump Sum		
3	Prime Cost (PC) sum for the client supervision to be expended with the instruction of the Engineer	PC Sum	200,000	
4	Allow for overheads and profits on PC sum under Item 3	%		
SUB TOTAL				
Add 10% for Contingencies				
TOTAL				
Add VAT at 16%				
GRAND TOTAL OF FINANCIAL PROPOSAL				

Form F3: Breakdown of Costs by Activity¹

Group of Activities (Phase):² _____	Description:³ _____
Cost component	Cost (Kshs.)
Remuneration ⁵	
Reimbursable Expenses ⁵	
Subtotals (1 -4)	

- 1 Form F3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form F3 for each group of activities. The sum of the relevant Subtotals of all Forms F3 provided must coincide with the Total Costs of Financial Proposal indicated in Form F2.
- 2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form T8.
- 3 Short description of the activities whose cost breakdown is provided in this Form.
- 4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form F2.
- 5 For each currency, Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms F4, and F5.

Form F5 - LS: Breakdown of Reimbursable Expenses (Lump-Sum)

(This Form F5 - LS shall only be used when the Lump-Sum Form of Contract has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

N°	Description ¹	Unit	Qty	Unit Cost ²
1	Punch:			
	(a) Rexel	No.	1	
	(b) Kangaroo Dp 900	No.	1	
	(c) Kangaroo Dp 800	No.	1	
2	Colored pens: A packet of 4 medium size Indelible pens of colour red, black, green and blue	Pkts	4	
3	Reference desk: L shaped, 2250mm*1950mm with moveable drawer	No.	1	
4	Office chairs: OA6313 medium back fabric chair adjustable.	No.	3	
5	Cellotape: 24'8*25m	No.	6	
6	Accession register: 100 leaves, 37.2cm*30cm	No.	1	
7	Borrowers card: Printed on manila paper	No.	200	
8	Book cards: 100 cards per packet	Pkts	10	
9	Catalogue/ Index cards: 100 cards per packet	Pkts	10	
10	Spine labels: K5-38*16mm white	Pkts	10	
11	Book Pocket: 100 cards per packet	No.	10	
12	Due data slip: 1 Realm of white colour	Real m	1	
13	Ink	No.	2	
14	Stamp pad's ink: Blue, black and red 28ml (self inking)	No.	3	
15	Magazine boxes: Bantex 4010	Boxes	5	
16	Scissors: Pelican, 63/4	No.	2	
17	Organization Stamp: Received (rectangular in shape)	No.	1	
	Ownership (round in shape) MTDR	No.	1	
	Self-inking dater-shiny printers 400	No.	2	

N°	Description ¹	Unit	Qty	Unit Cost ²
18	Cataloguing Manual: Anglo American Cataloguing Rules 2 Revised edition (AACR2R) - a manual assisting in describing the particulars of a report, books, maps and other information materials. For example its title, author (s), place of publication, dimensions etc.	No.	1	
19	Classification Manual: In-house manual using online Computer Library Centre Database (OCLC). This manual is a tailor made for MTRD information materials and it will be used to determine a subject term of a report, book, standards and any other information materials kept at MTRD library and assign its class/call number (this is a number representing the subject of a particular item) for shelve arrangement and retrieval purposes	copies	10	
20	Reading Tables: Library Reading Tables (4 seater) size 60"x48"x29" with 2 one divider	No.	5	
21	Data guide: Manila paper A1	No.	1	
22	Dust blower: Black and Decker	No.	1	
23	Masks: Disposable nontoxic dust and filter masks	Boxes	6	
24	Dust coat: Free size	No.	10	
25	Bookends (stoppers): 7" pp	No.	30	
26	Chair: Sc 8 Office chair with Black PVC cover, metallic frame with inserts (multipurpose utility chair)	No.	20	
27	Cataloguing worktables: cataloguing tables (work tables): 1850x785x7 25mm with brown Formica top	No.	1	
28	Paper shredder: Atlas cc1540	No.	1	
29	Paper cutter: 12"*10"	No.	1	
30	Binding machine: Fellowes office comb, pulsar e300	No.	1	
31	Library Card Cabinet (5-drawer)	No.	1	

N°	Description ¹	Unit	Qty	Unit
32	Book Trolley – Standard: 31” long*14* wide*30mm high	No.	1	
33	Flash disk: 32 GB-TRANSEND – back up storage device with a speed of 2.0.	No.	10	
34	T.Bite	No.	5	
35	Memory card: 32 GB-twinmos Backup storage device with a speed of 2.0	No.	3	
36	Desktop computers: Dell vostro270 (duo core)with win7 pro	No.	2	
37	Hand held Barcode scanner: Zebex with stand-z3192sr	No.	2	
38	Library management software(open source): KOHA development, installation, testing and commissioning of integrated library system (KOHA includes modules for circulation, cataloguing, acquisitions, serials, reserves, patron management, branch relationships, tools to generate spine labels, patron library cards,	No.	1	
39	Book scanner: Hp scan jet5590 with ADF	No.	1	
40	OCLC (Online Computer Library Centre Database: Retrospective records for materials, testing and research subject	No.	10	
41	Provision of a scanner to undertake scanning	Pages	Kshs. 500,000	
	TOTAL			

- 1 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
- 2 Indicate unit cost and currency.

SECTION 5:

TERMS OF REFERENCE FOR TENDER FOR RE-ORGANISATION AND MODERNISATION OF THE MATERIALS TESTING AND RESEARCH DEPARTMENT LIBRARY

1. Introduction

The Government of the Republic of Kenya (GoK), through the Ministry of Transport, Infrastructure, Housing and Urban Development, intends to use part of its funds under the Development Budget to engage a firm to support Materials Testing and Research Division (MTRD) to undertake modernisation of the Materials Division library.

The Contract for the provision of support services shall be administered by the Chief Engineer (Materials). A detailed description of the support services to be supplied is described in these Terms of Reference (TOR).

The Government of Kenya recognizes that an efficient and effective storage, easy location and retrieval of information when so required is key in the delivery of the Department's mandate.

The aim of the exercise is therefore to upgrade the MTRD library for ease of access and retrieval of information.

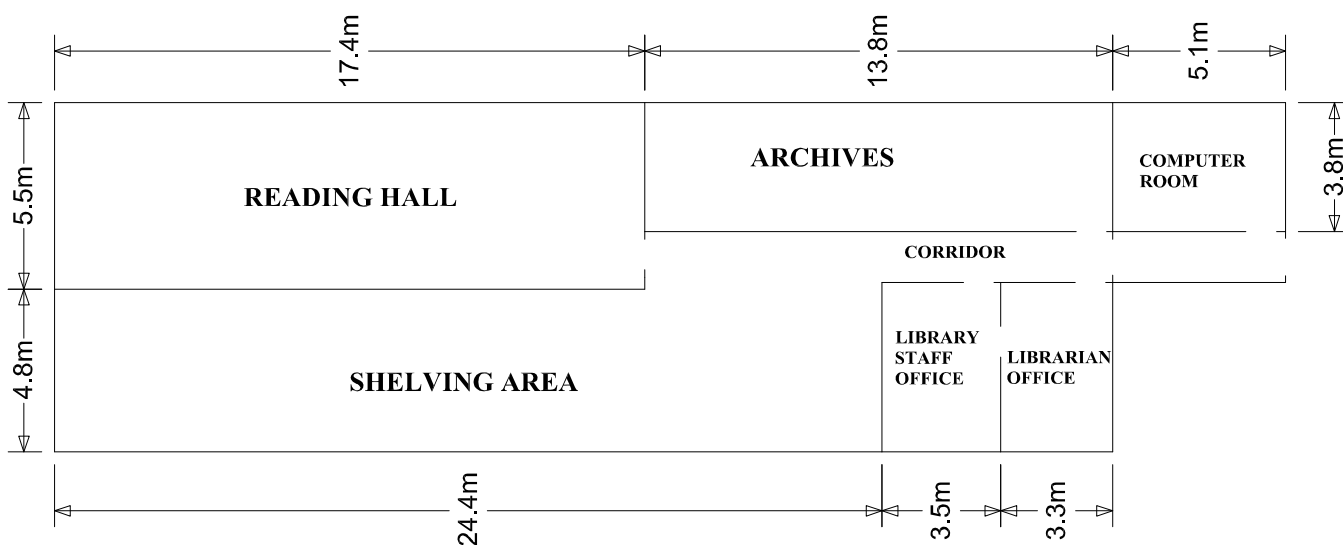
2. Materials Library Description

The MTRD library was constituted under Public Works Department in 1886 but its activities were restricted in Mombasa.

The library has a collection of books, newspapers, magazines, Standards, Material reports, monthly reports, Geological reports e.t.c

Most documents in the library are not current except for the monthly progress reports and Materials Branch reports.

The library occupies an area of approximately 358 square metres consisting of a reading/ shelf area, library staff office and the archival space as shown in Figure 1.0 below.



3. Scope of the Exercise

The consultant shall perform all works necessary as shall be called for in accordance with these Terms of Reference.

The consultant shall consult other concerned Government Agencies and in particular The Kenya National Library, Kenya National Archives and Roads Division who shall provide all the necessary support services related to MTRD necessary for the completion of the assignment.

The scope of works shall include but is not limited to the following:-

Stage I: Preliminary study

This shall involve the following:-

- i) Asses the information available in the library, Carrying out a desk study to familiarize with the condition of the library and the information stored it;
- ii) Reviewing of all the stored information, in consultation with the Client, to determine those which are outdated or no longer relevant in order to create space for updated and new information;
- iii) Provide Relevant training curriculum for the library staff;

Stage II: Implementation

The Supplier shall undertake the following:

- i) Re-organize the library as per the interior design to modern standards with consultation with the client
- ii) Re-organize the library as per the agreed system of classification
- iii) Provide the required tools, equipment and software (see Form F5).
- iv) Sorting of all the reports and books into subjects they cover. This will include:
 - Dusting and sorting of all reports and books.
- v) Develop a Cataloguing and classification system for the data/information in the library in consultation with the Client;
- vi) Accessioning of all the reports and books.
- vii) Labelling of all the reports and books.
- viii) Scanning reports and books with consultation with the client.
 - Each scanned report's abstract to be copied and stored in separate folder
 - Each scanned report's pages to be stored sequentially in Portable Document Format (PDF).
 - Titles of scanned reports to be stored in a separate folder.
- ix) Developing proper linkages (Hyper linking);
- x) Automation of the Library including installation of a Library software capable of keeping a track of the books borrowed, generation of the catalogue of all the books in the library and able to show the location of any book searched.
- xi) Preparation for lending:

This will involve preparing of issuing records and ensuring that a system that will allow borrowing is in place and prepare guidelines and rules for borrowing.
- xii) Provide a Library Database Management Software capable of storing, coding, classifying, searching and locating.
- xiii) Train five (5No.) Library staff
- xiv) Sensitize of all staff in the Division as agreed with Client.

4. Services to be provided by the Contracting Authority

Documents and Reports

The Government of Kenya shall supply pertinent data and information and give such assistance as shall reasonably be required for the conduct by the Supplier of his services under this contract and that such assistance shall not be extended to Employment.

Taxes and Duties

The Supplier 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 Supplier. The Supplier shall be deemed to have taken the above into consideration while preparing his bid.

SECTION 6: STANDARD FORMS OF CONTRACT

CONTENTS

Special notes

Contract for Consultant's Services

I Form of Contract

II General Conditions of Contract

1. General Provisions
 - 1.1 Definitions
 - 1.2 Law Governing the Contract
 - 1.3 Language
 - 1.4 Notices
 - 1.5 Location
 - 1.6 Authorized Representatives
 - 1.7 Taxes and Duties
2. Commencement, Completion, Modification and Termination of Contract
 - 2.1 Effectiveness of Contract
 - 2.2 Commencement of Services
 - 2.3 Expiration of Contract
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 - Appendix F – Services and Facilities Provided by the Client

Special Notes

1. The Lump-Sum price is arrived at on the basis of inputs – including rates – provided by the Consultant. The Client agrees to pay the Consultant according to a schedule of payments stipulated under clause 6.4 of Special Conditions of Contract.
2. The Contract includes four parts: Form of Contract, the General Conditions of Contract, the Special Conditions of Contract and the Appendices.

CONTRACT FOR CONSULTANT'S SERVICES

between

[Name of the Client]

AND

[Name of the Consultant]

Dated: _____ *[date]*

I. FORM OF CONTRACT

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

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

WHEREAS

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

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices: [*Note: If any of these Appendices are not used, they should be deleted from the list*]
 - Appendix A: Description of the Services
 - Appendix B: Reporting Requirements
 - Appendix C: Key Personnel and Subconsultants
 - Appendix D: Breakdown of Contract Price in Foreign Currency
 - Appendix E: Breakdown of Contract Price in Local Currency
 - Appendix F: Services and Facilities Provided by the Client
2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:
 - (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

For and on behalf of _____
[name of client]

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

[title] _____

[signature] _____

[date] _____

For and on behalf of _____ [name of consultant]

[full name of Consultant's
authorized representative] _____

[title] _____

[signature] _____

[date] _____

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;
- (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;
- (c) “Contract Price” means the price to be paid for the performance of the Services in accordance with Clause 6 here below;
- (d) “Foreign Currency” means any currency other than the Kenya Shilling;
- (e) “GC” means these General Conditions of Contract;
- (f) “Government” means the Government of the Republic of Kenya;
- (g) “Local Currency” means the Kenya Shilling;
- (h) “Member”, in case the Consultant consists of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract;
- (i) “Party” means the Client or the Consultant, as the case may be and “Parties” means both of them;
- (j) “Personnel” means persons hired by the Consultant or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof;
- (k) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (l) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and
- (m) “Subconsultant” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

- 1.2 Law Governing the Contract** This Contract, its meaning and interpretation and the relationship between the Parties shall be governed by the Laws of Kenya.
- 1.3 Language** This Contract has been executed in English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.4 Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.
- 1.5 Location** The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Kenya or elsewhere, as the Client may approve.
- 1.6 Authorized Representatives** Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.
- 1.7 Taxes and Duties** The Consultant, Subconsultant[s] and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.
- 2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**
- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.
- 2.2 Commencement of Services** The Consultant shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective or at such other date as may be specified in the SC.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period, after the Effective Date, as is specified in the SC.
- 2.4 Modification** Modification of the terms and Conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

- 2.5.1 Definition** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.2 No Breach of Contract** The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 2.5.3 Extension Of Time** Any period within which a Party shall, pursuant to this Contract complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 2.5.4 Payments** During the period of his inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Client

- The Client may terminate this Contract by not less than thirty (30) days’ written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in this Clause;
- (a) if the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
 - (b) if the Consultant becomes insolvent or bankrupt;
 - (c) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
 - (d) if the Consultant, in the judgement of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;

“corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the selection process or in Contract execution.

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

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

2.6.2 By the Consultant

The Consultant may terminate this Contract by not less than thirty (30) days’ written notice to the Client, such notice to be given after the occurrence of any of the following events;

- (a) if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within sixty (60) days after receiving written notice from the Consultant that such payment is overdue; or
- (b) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultant:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable costs incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

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

3.2 Conflict of Interests

3.2.1 Consultant Not to Benefit from Commissions,

- (i) The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant’s sole remuneration in connection with this Contract or the Services and the Consultant shall not accept

**Discounts,
Etc.**

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

- (ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his subconsultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.
- (iii) Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any applicable procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of the Client.

**3.2.2 Consultant
and
Affiliates
Not to be
Otherwise
Interested in
Project**

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

**3.2.3 Prohibition
of Conflicting
Activities**

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

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

3.3 Confidentiality

The Consultant, his subconsultant[s] and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to

the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4 Insurance to be Taken Out by the Consultant

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

3.5 Consultant's Actions Requiring Client's Prior Approval

The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions;

- a) entering into a subcontract for the performance of any part of the Services,
- b) appointing such members of the personnel not listed by name in Appendix C ("Key Personnel and Subconsultants").

3.6 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in Appendix A in the form ,in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents prepared by the Consultant to Be the Property of the Client

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of the Client and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

4. CONSULTANT'S PERSONNEL

4.1 Description of Personnel

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

- 4.2 Removal and/or Replacement Of Personnel**
- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
 - (b) If the Client finds that any of the Personnel have
 - (i) committed serious misconduct or have been charged with having committed a criminal action, or
 - (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
 - (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

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

5.2 Change in the Applicable Law

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

6. PAYMENTS TO THE CONSULTANT

6.1 Lump-Sum Remuneration

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Subconsultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price

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

- 6.3 Payment for Additional Services** For the purposes of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.4 Terms and Conditions of Payment** Payments will be made to the account of the Consultant and according to the payment schedule stated in the “Special Conditions of Contract”.
- 6.5 Interest on Delayed Payment** Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4. If the Client has delayed payments beyond ninety (90) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya’s average rate for base lending.

7. SETTLEMENT OF DISPUTES

- 7.1 Amicable Settlement** The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 7.2 Dispute Settlement** Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party’s request for such amicable settlement may be referred by either Party to the arbitration and final decision of a person to be agreed between the Parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.

III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of and Supplements to Clauses in the General Conditions of Contract
1.1(i) <i>Member]</i>	The Member in Charge is _____ <i>[name of</i>
1.4	The addresses are: Client: Principal Secretary, Ministry of Transport and Infrastructure, Works House, Ngong Road P.O Box 30260-00100, NAIROBI, KENYA. Tel: 020-2723101 Attention: Chief Engineer (Materials) Consultant: _____ Attention: _____ Telephone; _____ Telex: _____ Facsimile: _____
1.6	The Authorized Representatives are: For the Client: Chief Engineer (Materials) For the Consultant: _____
2.1	The date on which this Contract shall come into effect is (to be communicated) <i>Note: The date may be specified by reference to conditions of effectiveness of the Contract, such as receipt by Consultants of advance payment and by Client of bank guarantee</i>
2.2	The date for the commencement of Services is (to be communicated)
2.3	The period shall be 4 months or such other period as the Parties may agree in writing.
3.4	The risks and coverage shall be: (i) Professional Liability: _____ (ii) Loss of or damage to equipment and property: _____
6.2(a)	The amount in foreign currency or currencies: Nil

6.2(b) The amount in local Currency is _____ *[Insert amount]*

Payments in Ksh shall be made to the following Account

Account Number: _____

Account Name: _____

Bank: _____

Address: _____

6.5 Payments will be made within 90 (ninety) days of receipt of the invoice and the relevant documents specified in Clause 6.4 above.