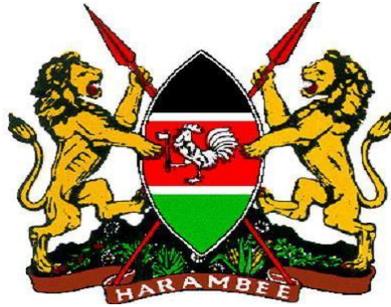


# **COUNTY GOVERNMENT OF KIAMBU**



**TENDER NO: KCG/RFP/ALI/004/2018/2019.**

**SOIL TESTING, ANALYSIS AND MAPPING.  
KIAMBU COUNTY.**

**REQUEST FOR PROPOSAL.**

**CLOSING DATE: 3<sup>rd</sup> OCTOBER, 2018 AT 10.00AM.**

## **TABLE OF CONTENTS**

		Page
SECTION I	- LETTER OF INVITATION .....	4
SECTION II	- INFORMATION TO CONSULTANTS.....	5
SECTION III	- TERMS OF REFERENCE.....	14
SECTION IV	- TECHNICAL PROPOSAL.....	15
SECTION V	- FINANCIAL PROPOSAL.....	16
SECTION VI	- STANDARD CONTRACT FORM.....	17

**SECTION I- LETTER OF INVITATION**

**TENDER NO. KCG/RFP/ALI/004/2018/2019.**

**PROVISION OF SOIL TESTING, ANALYSIS AND MAPPING  
IN KIAMBU COUNTY.**

- 1.1 The County government of Kiambu invites sealed tenders from eligible candidates for **PROVISION OF SOIL TESTING, ANALYSIS AND MAPPING IN KIAMBU COUNTY.**
- 1.2 Tendering will be conducted through the National Open tendering procedures specified in the Public Procurement and Asset Disposal Act, 2015 and the Public Procurement and Disposal Regulations, 2006 and is open to all Tenderers as defined in the Regulations.
- 1.3 Interested eligible candidates may obtain further information from and inspect the tender documents at the **Procurement office, Department of Agriculture, livestock and irrigation.**
- 1.4 A comprehensive set of tender documents shall be obtained by interested candidates from our website Free of charge; [www.kiambu.go.ke](http://www.kiambu.go.ke).
- 1.5 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for (120) days from the closing date of the tender.
- 1.6 Comprehensive tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the **Tender Box located at the entrance of room 15B of Thika Sub- County offices 3<sup>RD</sup> OCTOBER 2018.**

Or addressed to:

The County Secretary  
County Government of Kiambu  
P.O Box 2344-00900  
Kiambu

- 1.7 Tenders will be opened immediately thereafter in the presence of bidders/representatives who choose to attend the opening process at 10.00 a.m. in county Government of Kiambu Thika Sub-County offices outside room 15B .
- 1.8 Canvassing or lobbying for the tender shall lead to automatic disqualification.

## **SECTION II - INFORMATION TO CONSULTANTS.**

### **Table of Contents**

	Page
2.1 Introduction.....	6
2.2 Clarification and amendments to the RFP documents.....	7
2.3 Preparation of proposals.....	7
2.4 Financial proposal.....	8
2.5 Submission receipt and opening of proposals .....	9
2.6 Evaluation of proposals (General).....	10
2.7 Evaluation of Technical proposals.....	10
2.8 Opening and evaluation of Financial proposals.....	11
2.9 Negotiations.....	12
2.10 Award of Contract.....	13
2.11 Confidentiality.....	13

## **SECTION II - INFORMATION TO CONSULTANTS**

### **2.1 Introduction**

- 2.1.1 The **Kiambu county Government** will select an individual consultant among those invited to submit proposals or those who respond to the invitation for proposals in accordance with the method of selection detailed under this section and consistent with the regulations.
- 2.1.2 The consultants are invited to submit a technical proposal and a financial proposal for consulting services required for the assignment stated in the letter of invitation (Section I)
- 2.1.3 In the assignment where Kiambu county government intends to apply standard conditions of engagement and scales of fees for professional services, which scale of fees, will have been approved by a relevant authority, a technical proposal only may be invited and submitted by the consultants. In such a case the highest ranked individual consultant in the technical proposals shall be invited to negotiate a contract on the basis of the set scale of fees. The technical proposals will be the basis for contract negotiations and ultimately for a signed contract with the selected individual consultant.
- 2.1.4 The consultants must familiarize themselves with local conditions as regards the assignment and take them into account in preparing their proposals. To obtain adequate information on the assignment and on the local conditions, consultants are encouraged to liase with County Government of Kiambu regarding any information that they may require before submitting a proposal.
- 2.1.5 County Government of Kiambu will provide the inputs and services specified in the special conditions of contract needed to assist the individual consultant to carry out the assignment.
- 2.1.6 The cost of preparing the proposal and negotiating the contract including any visit to Kiambu county Government are not

reimbursable as a direct cost of the assignment. County Government of Kiambu is not bound to accept any of the proposals submitted.

2.1.7 Kiambu County Government employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

## **2.2 Clarification and amendment to the RFP documents**

2.2.1 Individual consultant may request clarification of any of the RFP documents not later than Seven (7) days before the deadline for the submission of the proposals. Any request for clarification must be sent in writing by post, fax or email to county Government of Kiambu address. Kiambu County Government will respond by post, fax or email 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 individual consultants invited to submit proposals.

2.2.2 At any time before the deadline for submission of the proposals, Kiambu County Government may for any reason; either at its own initiative or in response to a clarification requested by an intended individual consultant amend the RFP. Any amendment shall be issued in writing, fax or email to all individual consultants and will be binding on them. Kiambu County Government may at its discretion extend the deadline for the submission of the proposals.

2.2.3 Clarification of tenders shall be requested by the tenderer to be received by Kiambu County Government not later than 7 days prior to the deadline for submission of tenders.

2.2.4 Kiambu County Government shall reply to and clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

## **2.3 Preparation of proposals**

2.3.1 The individual consultant's proposal shall be written in English language.

2.3.2 In preparing the Technical proposal, the individual consultants are expected to examine the documents consisting the 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, the individual consultant must give particulars attention to the following:

- (a) If an individual consultant considers that he/she does not have all the expertise required for the assignment he/she may suggest in the proposals other individual(s) who will assist in the assignment but they will not be party to the contract for the purpose of the performance of the assignment. An individual consultant will not propose other individual consultants invited to submit proposals for the assignment. Any individual consultant in contravention of this requirement shall automatically be disqualified.
- (b) For all the staff who will be involved in the exercise of the proposals to consultant must indicate their responsibility in the assignment and also the staff time as necessary.
- (c) The curriculum vitae (CV) of the staff proposed must be submitted with the proposal.

2.3.4 The Technical proposal shall provide the following information;

- (a) The individual consultants CV and a brief of any recent experience of assignment of a similar nature. For each assignment the brief should indicate the profiles of staff involved, contract amount and the individual consultants' involvement.
- (b) Any comments or suggestions on the Terms of Reference.
- (c) A description of the methodology and work plan for performing the proposed assignment.
- (d) Any additional information requested in the special conditions of contract.
- (e) Submission letter.
- (f) Copy of valid Tax Compliance Certificate.
- (g) Copy of pin certificate from KRA.
- (h) Copy of current CR12 Certificate.
- (i) Copy of Bank Statements for the last (6) six Months.

- (j) Duly Filled confidential business questionnaire and duly signed by company authorized directors
- (k) Duly filled form of tender stamped and signed by company authorized directors.
- (l) Proposal should be accompanied by a bid bond of 2% contract sum from established approved insurance company/bank which must remain valid for 30 days after tendered period of 120 days.
- (m) Valid ISO Certification.
- (n) Single business permit.

2.3.5 The Technical proposal shall be separate from the financial proposal and shall not include any financial information.

## 2.4 **Financial proposal**

2.4.1 In preparing the financial proposal, the individual consultants are expected to take into account the time required in completing the assignment as outlined in the RFP documents.

2.4.2 The Financial proposal should include the payable taxes.

2.4.3 The fees shall be expressed in Kenya Shillings.

2.4.4 The Financial proposal must remain valid for 120 days after the submission date. During this period the individual consultant is expected to keep available at his own cost any staff proposed for the assignment. Kiambu County Government will make best efforts to complete negotiations within this period. If the Kiambu county Government wishes to extend the validity period of the proposals, the consultants who do not agree, have the right not to extend the validity of their proposals.

2.4.5 The financial proposal must comply with the law governing the profession of the consultant.

## 2.5 **Submission, Receipt and opening of proposals**

2.5.1 The technical proposal and the financial proposal shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the individual consultants. Any such corrections must be initialed by the individual consultant.

- 2.5.2 For each proposal the individual consultants shall prepare the proposals in the number of copies indicated in the special conditions of contract. 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 duly marked “FINANCIAL PROPOSAL”. Both envelopes shall be placed in an outer envelope and sealed. This outer envelope shall bear County Government of Kiambu address and other information indicated in the appendix to the instructions to consultants and clearly marked “DO NOT OPEN before (3<sup>rd</sup> October 2018 at 10.00 am.)
- 2.5.4 The completed Technical and Financial proposals must be delivered at the submission address on or before the time and date of the submission of the proposals indicated in the appendix to the instructions to consultants. Any proposals received later than the closing date for submission of proposals shall be rejected and returned to the individual consultant unopened. For this purpose the inner envelope containing the technical and financial proposals will bear the address of the individual consultant submitting the proposals.
- 2.5.5 After the deadline for submission of proposals the outer envelope and the technical proposals shall be opened immediately by the opening committee. The financial proposals shall be marked with the individual consultants number allocated at the time of opening the outer envelope and the technical proposals but shall remain sealed and in the custody of a responsible officer of the procuring entity up to the time set for opening them.

## 2.6 **Evaluation of the Proposal (General)**

- 2.6.1 From the time the proposals are opened to the time of the contract award, if any individual consultant wishes to contact County Government of Kiambu on any matter relating to his/her proposal, he/she should do so in writing at the address indicated in the appendix to the instructions to consultants. Any effort by an individual consultant to influence the procuring entity’s staff in the evaluation of proposals

companion proposals or awards of contract may result in the rejection of the individual consultant proposal.

2.6.2 The proposal evaluation committee shall have no access to the Financial Proposal, which in any case will remain sealed, until the technical evaluation is concluded or finalized.

## **2.7 Evaluation of Technical Proposals**

The evaluation committee appointed by the Authorizing Officer on behalf of county Government of Kiambu to evaluate the proposals shall carry out the evaluation of technical proposals following the criteria set out in the terms of reference based on the following criteria

<b><u>Preliminary stage.</u></b>		
The following will form <b>Mandatory evaluation criteria</b> to check on the responsiveness of bid.		
<b>S.NO</b>	<b>EVALUATION CRITERIA</b>	<b>Yes/ No</b>
1.	Certified copy of certificate of incorporation/Registration	
2.	Copy of valid Tax Compliance Certificate.	
3.	Copy of pin Certificate from KRA.	
4.	Copy of current CR12 Certificate.	
5.	Duly filled confidential business questionnaire and duly signed by company Authorized directors.	
6.	Dully filled form of tender stamped and signed by company authorized directors.	
7.	Valid single business permit from any county Government for 2018.	
8.	Valid ISO 17025 Certification/ Accreditation by an international recognized body.	
9.	One original and one copy properly bound and document <b><u>MUST</u> be sequentially stamped, numbered/ paginated and initialed on all pages including attachments. In case of any conflict between original and copy, original will prevail.</b>	



**TECHNICAL EVALUATION.**

S.NO	DESCRIPTION	SCORING BREAKDOWN	MAX POINTS	SCORE
1.	<p>Professional qualifications and experience of key personnel (Attach Cvs and certificates).</p> <ol style="list-style-type: none"><li>1. Director of the consultant firm/CEO who is a holder of a degree or diploma in the relevant discipline.</li><li>2. Technical staffs with certification in the relevant discipline (1 mark for each).</li><li>3. Cvs of technical and managers who are related to the assignment.(1 mark for each)</li></ol>	<p><u>(Aggregate score)</u></p> <p>4 Marks</p> <p>3 Marks</p> <p>3 Marks</p>	10 Marks	
2.	<p>Recommendation letters from five(5) public institutions in client letter head, stamped and duly signed by authorized officers( other county Governments, Ministries, Parastatals or SAGAs) (2 marks each). A letter of reference from client should have details of summary of service rendered, value of contract, name of contact person, address and telephone numbers.</p>	<p><u>(Aggregate score)</u></p> <p>5 letters (10Mks)</p> <p>4 letters (8Mks)</p> <p>3 letters (6Mks)</p> <p>2 letters (4Mks)</p> <p>1 letter (2Mks)</p>	10 Marks.	

S.NO	DESCRIPTION	SCORING BREAKDOWN.	MAX POINTS.	SCORE.
3.	Submit copies of audited accounts for the last three (3) financial years. Audited financial Accounts 2015. Audited financial Accounts 2016. Audited Financial Accounts 2017.	(Aggregated score) 2 Marks. 2 Marks. 2 Marks.	6 Marks	
4.	Submit a tender security of not less than 2% contract sum from established approved insurance Company/ Bank which must remain valid for 150 days after tendered period of 120 days.	(Aggregated Score) 4 Marks.	4 Marks.	
5.	Similar Works completed in the last five (5) years related to the assignment (attach completion certificates and LSO's.)  5 Projects and above successfully completed.  4 Projects and above successfully completed.  3 Projects and above successfully completed.  2 Projects and above successfully completed.  1 Project and above successfully completed.  None or No relevant project	<u>Aggregate score</u>  10 Marks.  8 Marks.  6 marks  4 Marks.  2 Marks.  0 Marks.	10 Marks	

6.	<p>Detailed Company profile including history, list of directors, Co- business where applicable.</p> <p>Company profile.</p> <p>Vision and Mission of the company.</p> <p>Scope of products/ services rendered.</p> <p>List of Directors and management.</p> <p>Business location.</p>	<p>(<u>Aggregate score</u>)</p> <p>1 Marks</p> <p>1 Mark</p> <p>1 Mark</p> <p>1 Mark</p> <p>1 Mark</p>	5 Mks	
7.	<p>(Attach logbooks of vehicles, purchase receipts or lease agreements for equipment) Used in the said assignment.</p> <ol style="list-style-type: none"> <li>1. Proof of owning a laboratory.</li> <li>2. Soil testing &amp; analysis equipment.</li> <li>3. Mapping /GPRS equipment.</li> <li>4. Transport.</li> </ol>	<p>(<u>Aggregate score</u>).</p> <p>2 mark</p> <p>1 mark.</p> <p>1 mark.</p> <p>1 Mark.</p>	5 mks.	
8.	<p>Operational, Methodology and work plan for handling the assignment in response to the Terms of Reference.</p>	<p>(<u>Aggregate score</u>)</p> <p>20 Marks.</p>	20mks.	
<b>TOTAL SCORE</b>			<b>70</b>	

NB: Only proposals scoring a minimum of 56 of the total technical score (one) shall proceed to stage (Two) (financial Stage).

2.7.1 Any proposal which will be examined and found not to comply with all the requirements for submission of the proposals will be declared non responsive. All the proposals found to have complied with all the requirements for submission of proposal shall be declared responsive by the evaluation committee

2.7.2 Each responsive proposal will be given a technical score (ST). Any technical proposal which fails to achieve the total minimum score indicated in the appendix to the information to tenderers shall be rejected at this stage and will not proceed to the next stage of evaluation. The respective financial proposal will be returned to the individual consultant unopened.

## **2.8 Opening and Evaluation of Financial Proposals**

2.8.1 After completion of the evaluation of Technical proposals the County Government of Kiambu shall notify the individual consultants whose proposal did not meet the minimum technical score or were declared non responsive to the RFP and terms of reference. The notification will indicate that their financial proposals shall not be opened and will be returned to them Un opened after the completion of the selection process and contract award. At the same time, County Government of Kiambu shall simultaneously notify the consultants who have secured the minimum technical score that they have passed the technical qualifications and inform them the date and time set for opening their financial proposal. They will also be invited to attend the opening ceremony if they wish to do so.

2.8.2 The financial proposals shall be opened by County Government of Kiambu evaluation committee in the presence of the individual consultants who choose to attend the opening. The name of the individual consultant, the technical score and the proposed fees shall be read out aloud and recorded. The evaluation committee shall prepare minutes of the opening of the financial proposals.

2.8.3 The formulae for determining the financial score (SF) unless an alternative formula is indicated in the appendix to the information to tenderers shall be as follows:

$Sf = 100 \times fm/f$  where  
Sf is the financial score  
Fm is the fees quoted and  
F is the fees of the proposal under consideration.

2.8.4 The individual consultants proposals will be ranked according to their combined technical score (st) and financial score (sf) using the weights indicated in the appendix to the instructions to consultants. Unless otherwise stated in the appendix to the instructions to consultants the formule for the combined scores shall be as follows;

$$S = ST \times T\% + SF \times P\%$$

Where

S, is the total combined scores of technical and financial scores

St is the technical score

Sf is the financial score

T is the weight given to the technical proposal which is 70 marks.

P is the weight given to the financial proposal which is 30 Marks.

Note P + T will be equal to 100%

The individual consultant achieving the highest combined technical and financial score will be invited for negotiations.

## **2.9 Negotiations**

2.9.1 Negotiations will be held at the same address indicated in the appendix to the information to consultants. The purpose of the negotiations is for Kiambu County Government and the individual consultant to reach agreements on all points regarding the assignment and sign a contract.

2.9.2 The negotiations will include a discussion on the technical proposals, the proposed methodology and work plan, staff and any suggestions

made by the individual consultant to improve the Terms of reference. The agreed work plan and Terms of reference will be incorporated in the description of the service or assignment and form part of the contract.

- 2.9.3 The negotiations will be concluded with a review of the draft contract. If negotiations fail, the procuring entity will invite the individual consultant whose proposal achieved the second highest score to negotiate a contract.

## **2.10 Award of Contract**

2.10.1 The contract will be awarded before commencement of negotiations. After negotiations are completed Kiambu County Government will promptly notify the other individual consultants that they were unsuccessful and return the financial proposals of the individual consultants who did not pass technical evaluation.

2.10.2 The selected individual consultant is expected to commence the assignment on the date indicated in the appendix to the information to consultants or any other date agreed with Kiambu County Government.

## **2.11 Confidentiality**

2.11.1 Information relating to evaluation of proposals and recommendations of contract award shall not be disclosed to the individual consultants who submitted the proposal or to other persons not officially concerned with the process, until the winning individual consultant has been notified that he/she has been awarded the contract.

## **SECTION III - TERMS OF REFERENCE (TOR)**

### **3.1 TERMS OF REFERENCE (TOR)**

#### **3.1.1: Introduction**

Soil is the most valuable and widespread natural resource which supports agricultural based livelihoods. However, there is a general decline in land productivity due to declining soil fertility arising from continuous cropping, inappropriate farming practices, soil compaction, soil erosion, use of acidifying fertilizers among others.

For a county to grow its economy through agriculture, sound soil health and nutrient management technologies need to be embraced. Soil investigation is therefore key in identification of soil related constraints with a goal to achieving higher yields, maximum profit while utilizing the best soil fertility management practices.

#### **3.1.2: Physical & Topographic Features**

**Physical & Topographic Features** Kiambu County is divided into four broad topographical zones viz, Upper Highland, Lower Highland, Upper Midland and Lower Midland Zone. The Upper Highland Zone is found in Lari Sub County and it is an extension of the Aberdare ranges that lies at an altitude of 1,800-2,550 metres above sea level. It is dominated by highly dissected ranges and it is very wet, steep and important as a water catchment area. The lower highland zone is mostly found in Limuru and some parts of Gatundu North, Gatundu South, Githunguri and Kabete sub counties. The area is characterized by hills, plateaus, and high-elevation plains. The area lies between 1,500-1,800 metres above sea level and is generally a tea and dairy zone though some activities like maize, horticultural crops and sheep farming are also practiced.

The upper midland zone lies between 1,300-1,500 metres above sea level and it covers mostly parts of Juja and other sub counties with the exception of Lari. The landscape comprises of volcanic middle level uplands. The

lower midland zone partly covers Thika Town (Gatanyaga), Limuru and Kikuyu sub counties. The area lies between 1,200-1,360 metres above sea level. The soils in the midland zone are dissected and are easily eroded. Other physical features include steep slopes and valleys, which are unsuitable for cultivation. Some parts are also covered by forests.

The county is covered by three broad categories of soils which are: high level upland soils, plateau soils and volcanic footbridges soils. These soils are of varying fertility levels with soils from high-level uplands, which are from volcanic rocks, being very fertile. Their fertility is conducive for livestock keeping and growth of various cash crops and food crops such as tea, coffee, horticultural products, pyrethrum, vegetables, maize, beans, peas and potatoes. These soils are found in the highlands, mostly in Gatundu South, Gatundu North, Githunguri, Kiambu, Kiambaa, Lari, Kikuyu, Kabete and Limuru Sub counties. Low fertility soils are mainly found in the middle zone and the eastern part of the county which form part of the semi-arid areas. The soils are sandy or clay and can support drought resistant crops such as soya beans and sunflower as well as ranching. These soils are mostly found in parts of Juja, Thika Town, Ruiru, Kabete, Limuru, Gatundu North and Gatundu South Sub Counties.

Most parts of the county are covered by soils from volcanic footbridges. These are well drained with moderate fertility. They are red to dark brown friable clays, which are suited for cash crops like coffee, tea and pyrethrum. However, parts of Thika Town, Ruiru, Juja and Lari Sub counties are covered by shallow soils, which are poorly drained, and these areas are characterized by low rainfall, which severely limits agricultural development. However, these areas are suitable for ranching and growth of drought resistant crops.

### **3.1.3: Objectives**

- Provide diagnostic information on soil characteristics to guide fertilizer application and management decisions.
- Identify cause and effect relationships needed for primary interventions and conditioning of affected areas.
- Provide recommendations' of most appropriate fertilizer formulation/blend for the cropping systems and soil fertility combinations.
- Provide a scientifically sound baseline for monitoring changes and impacts.
- Provide recommendations on liming rates as soil acidity is a major crop yield limiting factor in the county.

▪ **3.1.4: Scope of work**

1. Carry out soil sampling , analysis and interpretation of samples collected in 55 wards of the County and make recommendations
2. To provide guidance on the selection of representative farmers/ soils within the County based on soil types, cropping systems etc.
3. To collect samples to a central location for analysis using a uniform protocol for all sub counties.
4. To provide GPS referencing for all the sample locations.
5. To conduct laboratory analysis for soil PH, soil organic carbon content, macro and micro elements, electro-conductivity (EC) and cation exchange capacity (CEC).
6. To generate GIS generated maps for sample locations
7. To interpret the laboratory data and provide recommendations
8. To generate soil fertility maps based on the lab analysis soil data
9. To develop a training and dissemination programme for extension officers
- 10.To develop a data base for possible uploading to the department’s website
- 11.To discuss findings and recommendations with the department and other stakeholders.
- 12.To provide a hard and soft copy of the report.

Soil sampling and analysis will be done in the following sub-counties

Sub County	No. of Wards	Name of Wards
Thika	3	Ngoliba, Gatwanyaga and Township
Juja	5	Juja, Theta,Murera, Witeithie,Kalimoni
Ruiru	5	Biashara, Gitothua, Gatong’ora, Mwihoko,Kahawa Sukari
GatunduNorth	4	Chania, Githobokoni, Mang’u, Gitwamba
Gatundu South	4	Ng’enda, Kiganjo, Ndarugu, Kiamwangi
Githunguri	5	Githiga, Githunguri, Ikinu, Ngewa, Komothai
Kiambu	4	Riabai, Settled Area, Ndumberi , Ting’ang’a
Kikuyu	5	Kikuyu, Sigona, Kinoo, Karai, Nachu
Kabete	5	Kabete, Muguga, Nyathuna, Gutaru, Uthiru
Limuru	5	Limuru Central, Limuru East, Tigoni/Ngecha, Bibirioni, Ndeiya
Lari	5	Kamburu, Kijabe, Kirenga, Nyanduma, Kinale
Kiambaa	5	Karuri, Mucatha, Ndenderu, Kihara,Cianda

## **SECTION IV- FINANCIAL PROPOSAL (FP)**

### **Financial Proposal**

The financial proposal shall be prepared and submitted by the consultants. It shall contain the following.

- (a) Submission letter indicating total fees
- (b) Summary of costs
- (c) Breakdown of fees per activity
- (d) Miscellaneous expenses

## **SECTION V - STANDARD CONTRACT FORM**

### **INDIVIDUAL PROFESSIONAL CONSULTANTS (Lump-sum payment)**

The contract form shall be completed by County Government of Kiambu after the award of the contract. It will be signed by both parties pursuant to the information to consultants' clause 2.10.2

## SECTION VI - STANDARD CONTRACT FORM

### 1. STANDARD CONTRACT FORM

#### INDIVIDUAL PROFESSIONAL CONSULTANTS

This Agreement, [hereinafter called “the Contract”) is entered into this \_\_\_\_\_  
\_\_\_\_\_ [insert starting date of assignment], by and between.

\_\_\_\_\_ [County Government of Kiambu] of  
[or whose registered office is situated at] \_\_\_\_\_  
\_\_\_\_\_ [County Government of Kiambu address] (hereinafter called “the  
Client”) of the one part AND

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

WHEREAS the County Government of Kiambu wishes to have the  
Consultant perform the soil testing, analysis and mapping [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 Service, “which is made an integral part Of this Contract.
  - (ii) The Consultant shall provide the personnel listed 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 Through to \_\_\_\_\_ [insert completion date], or any other period(s) as may be subsequently agreed by The parties in writing.

3. **Payment** A. **Ceiling**  
For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to Exceed \_\_\_\_\_ [insert amount]. This amount has been established based on the understanding that it includes all 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.)

the Kshs. \_\_\_\_\_ Upon the Client's receipt of  
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 (60) 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 (60) days after the due Date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three Percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

4. **Project Administration** A. **Coordinator**  
The Client designates \_\_\_\_\_  
[Insert name] as Client’s Coordinator; the Coordinator will be responsible for the Coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables, by the Client and for receiving and approving invoices for payment.
- B. **Reports**  
The reports listed in Appendix C, “Consultant’s Reporting Obligations,” shall be submitted in the Course of the assignment and will constitute the basis for the payments to be made under paragraph 3.
5. **Performance 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** Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
8. **Consultant Not to be Engaged in certain Activities** The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services and any

continuation thereof) for any project resulting from or closely related to the Services.

9. **Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
10. **Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
11. **Law Governing Contract and Language** The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English language
12. **Dispute Resolution** Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, On the request of the applying party.

For the Client

For the Consultant

Full name \_\_\_\_\_

Full name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Form of Tender

To:

Date

\_\_\_\_\_

TENDER NO. KCG/RFP/ALI/004/2018/2019.

Tender Name: PROVISION OF SOIL TESTING, ANALYSIS AND MAPPING IN KIAMBU COUNTY.

Gentlemen and/or Ladies:-

Having examined the Tender documents including Addenda No. (Insert numbers)..... The receipt of which is hereby duly acknowledged, we the undersigned, offer to provide soil testing, analysis and mapping Services under this tender in conformity with the said Tender

Document for the sum of  
(Figures)

.....

(Words)

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

[Total Tender amount in words and figures]

or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

We undertake, if our Tender is accepted, to provide the Service in accordance with the conditions of the proposal.

We agree to abide by this Tender for a period of .....[number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.

We understand that you are not bound to accept the lowest or any tender you may receive.

Dated

this \_\_\_\_\_ day of \_\_\_\_\_ 2017

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[In the capacity of]

Duly authorized to sign tender for and on behalf of

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2c)

Whichever applies to your type of business

You are advised that it is a serious offence to give false information on this Form.

Part

General: Business Name.....

Location of business premise.....

Plot No. ....Street/Road.....

Postal Address ..... Tel. No. ....Fax .....

Email .....

Nature of business .....

Registration Certificate No.....

Maximum value of business which you can handle at any one time Kshs.....

Name of your bankers .....

Branch.....

Part 2(a) – Sole Proprietor:

Your name in full .....Age .....

Nationality.....Country Of origin .....

Citizenship details.....

Party 2(b) – Partnership

Give details of partners as follows

Name	Nationality	Citizenship Details	Shares
1.....			
2.....			
3.....			
4.....			
5.....			

Part 2(c) – Registered Comprehensive:

Private or public.....

State the nominal and issued capital of the comprehensive –

Nominal Ksh.....

Issued Ksh.....

Give details of all directors as follows

Name	Nationality	Citizenship Details	Shares
------	-------------	---------------------	--------

1.....

2.....

3.....

4.....

5.....

Date..... Signature of Tenderer.....

If a citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration

PERFORMANCE SECURITY FORM

To: ..... [Name County Government of Kiambu]

WHEREAS ..... [Name of tenderer]

(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No.

[Reference number of the contract] dated .....to supply

.....[description of soil testing, analysis and mapping services] (Hereinafter called “the Contract”)

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for a sum specified therein as security for comprehensive liance with the Tenderer’s performance obligations in accordance with the Contract

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of.....[amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum of money within the limits

of.....[Amount of guarantee] as aforesaid,

Without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the day of 20

Signature and seal of the Guarantors

[Name of bank of financial institution]

[Address]

[Date]

**REQUEST FOR REVIEW FORM**

**FORM RB 1**

**REPUBLIC OF KENYA  
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity Herein County  
Government of Kiambu*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of  
.....dated the...day of .....20.....in the matter of Tender  
No.....of .....20...

**REQUEST FOR REVIEW**

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED .....(Applicant)

Dated on.....day of ...../...20...

---

**FOR OFFICIAL USE ONLY**

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

SIGNED  
Board Secretary