RFP No. UON/FST/RFP/2/2023-2024

SELECTION OF CONSULTING SERVICES FOR GEOTECHNICAL STUDY AT THE UNIVERSITY OF NAIROBI CHIROMO CAMPUS

CLIENT: UNIVERSITY OF NAIROBI

COUNTRY: KENYA

Project: ***ENGINEERING AND SCIENCE COMPLEX OF THE UNIVERSITY OF NAIROBI***

Issued on: 26th June 2024

Closing Date: 9th July 2024

Letter of Invitation

REQUEST FOR PROPOSALS FOR CONSULTING SERVICES FOR GEOTECHNICAL STUDY AT THE UNIVERSITY OF NAIROBI, CHIROMO CAMPUS

RFP No. UON/FST/RFP/02/2023-2024

DATE OF NOTICE:26/06/2024

CLOSING DATE: 09/07/2024

CONSULTING SERVICES- FIRMS SELECTION

1. The *University of Nairobi* (hereinafter called "Client") *has received* financing (hereinafter called "the funds") from the Agence Française de Développement (AFD) toward the cost of ***ENGINEERING AND SCIENCE COMPLEX OF THE UNIVERSITY OF NAIROBI.*** The Client intends to apply a portion of the funds to eligible payments under the contract for which this Request for Proposals is issued.

2. The *University of Nairobi* now invites proposals from consultants to provide the following consulting Services: Geotechnical Study at University of Nairobi Chiromo Campus. More details on the Services are provided in the Terms of Reference (TOR).

3. Interested eligible Consultants may obtain the RFP document by downloading from the University website; procurement@uonbi.ac.ke or the Public Procurement Information Portal (PPIP); tenders.go.ke free of charge. Consultants downloading documents from a designated websites shall advise the Procurement Entity that they have downloaded the RFP document, giving full contact addresses of the consultant to directorsupplychain@uonbi.ac.ke to facilitate any further clarification or addendum. Any clarifications will be published on the designated websites.

4. Interested eligible consultants may obtain further information during office hours *from 0900 to 1600 hours* at the address given below.

5. A Consultant shall be selected under the selection method based on Quality and

Cost Based Selection as per Agence Française de Développement (AFD) guidelines. The consultant must have experience in similar works and possess the qualifications as outlined in the Terms of Reference. Consultants must present 5 detailed references less than 10 years old, with similar characteristics to the present mission, for an equivalent project size or bigger.

6. This Request for Proposals includes the following documents:
   a) This Letter of Invitation;
   b) The letter of Submission of the Proposal;
   c) Technical Proposal;
   d) Financial Proposal;
   e) Terms of Reference;
   f) Standard Form of Contract.

7. The proposal shall comprise a Technical Proposal; a Proposal submission form& the Financial Proposal inclusive of taxes (**submitted in a separate envelope**) and the signed Statement of Integrity, and must be received at the address below **9th July 2024 at 10:30 a.m.** If necessary, you may request any clarifications by sending an email to the address below **not later than 2nd July 2024.**

8. The addresses referred to above are:
   a. Address for obtaining further information/Clarifications
      i. Name of Procuring Entity: University of Nairobi
      ii. Physical address for hand Courier Delivery to an office or Tender Box Addressed to:
      The Vice Chancellor, University of Nairobi
      P.O Box 30197 – 00100, Nairobi
      Email: directorsupplychain@uonbi.ac.ke

   b. Address for Submission of Proposals
      i. Name of Procuring Entity: University of Nairobi
      ii. Postal Address:P. O Box 30197 – 00100 Nairobi
      iii. Physical address for hand Courier Delivery to an office or Tender Box
      The Vice Chancellor, University of Nairobi
      P.O Box 30197 – 00100 Nairobi

Tender Box located on the Ground Floor, Administration Block, Main Campus along University Way

c. **Address for Opening of Proposals**

i. Name of Procuring Entity: University of Nairobi

ii. Physical address for the location University of Nairobi
University way
Main Campus, 3rd Floor, Administration Block
Procurement Boardroom

,

Vice Chancellor

University of Nairobi

Proposal Submission Form

{ Date}

To: *[Name and address of Client]*

Dear Sir/ Madam,

I, the undersigned, offer to provide the consulting Services for *[Insert title of the Services]* as a Consultant in accordance with your Request for Proposal dated [*Insert Date*] and my attached Technical Proposal.

My Financial Proposal is for the amount of *[Insert amount(s) in words and figures]*. This amount is inclusive of all applicable taxes in the Country of the Client.

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

We remain,

Yours sincerely,

Name of the Consultant:_____

Signature of the Consultant: _____

Address: _____

Technical Proposal

The bid should include:

- a Technical Proposal of a maximum of 10 pages (without annexes) comprising:
    a. The understanding of the mission and the methodological approach;
    b. The proposed work plan for the execution of the mission (chronogram);
    c. The profile of the Consultants (Detailed and up-to-date Curriculum Vitae in annexes) and their availability during the period foreseen during the survey.
    d. The list of similar missions with references is in the annexes.

Financial Proposal

No.	Item	Unit	Quantities	Rate (Rs.)	Amount (Kshs)
1	Making 150 mm nominal diameter bore holes at various locations of buildings/structures in all types of soils including laterite using suitable approved method of boring with hydraulic boring equipment, cleaning, providing casing pipe as required or as directed, performing Standard Penetration Tests at regular intervals defined in specification and at change of strata; collection of water samples and disturbed soil samples, observations such as ground water, elevation spot level etc., collection of undisturbed soil samples at intervals defined in the specification and at change of strata; transportation of all the collected samples to the laboratory and back filling of bore holes on completion of the same, complete as per specification and instructions of the Engineer-in-charge, for depths below Natural Ground Level. No of Boreholes: 30 nos. upto 20m depth	M	600		
1.1	Conducting SPT in Boreholes	NOS	390		
1.2	Collection of Undisturbed Samples	NOS	390		
1.3	Topographical Survey Works	L.S	1		
2	Excavating trial pit of size 2m x 2m at bottom and 3m x 3m at top at various locations up to 2m depth below ground level in all types of soil which can be excavated with pick axe/crow bar etc including strutting / shoring the sides for the purpose of stability, dewatering and maintaining the pit dry at all times, collecting disturbed/ undisturbed samples at every 1m interval and at final depth and transporting all the collected samples to the laboratory, backfilling of the pit with excavated material etc all	Each	6		

	complete as per specification and as directed by the Engineer-in-charge.				
3	Conducting field CBR test at various locations at specified depth complete as per specification, drawings and as directed by Engineer-in-charge.	Each	6		
4	Conducting Electrical Resistivity Tomography Tests at various locations, all complete as per specifications, drawings and as directed by the Engineer-in-charge.	Each	6		
5	Conducting Seismic Tests at various locations complete as per technical specification, drawings and as directed by the Engineer-in-charge.	Each	6		
6	Conducting Plate Loading at various locations as per technical specifications, drawings and as directed by the Engineer-in-charge.	Each	3		
7	Conducting Ground Radar Tests at various locations as per technical specification, drawings and as directed by the Engineer-in-charge.	Each	4		
8	Surveying the sub-surface to investigate underground utilities				
6	**Conducting various laboratory tests on soil/ground water samples at an approved laboratory including preparation of soil sample to determine the following properties of soil, all complete as per specifications.**				
	a) Bulk Density and Moisture content	Each	90		
	b) Sieve Analysis	Each	90		
	c) Hydrometer Analysis	Each	90		
	d) Liquid Limit & Plastic limit	Each	90		
	e) Shrinkage Limit	Each	90		
	f) Organic Content	Each	30		
	g) Specific Gravity	Each	90		
	h) Standard Proctor Compaction test.	Each	90		
	i) Swell Pressure	Each	90		
	i) Free Swell Index	Each	90		
	j) Unconfined Compressive Strength/Point Load test	Each	60		

	k) Ultrasonic Pulse velocity	Each	30		
	l) Rock Density & Absorption	Each	30		
	m) Unconsolidated Undrained Test	Each	30		
	n) One Dimensional Consolidation Test.	Each	90		
	o) Conducting direct shear test as per relevant Standards and directions of ENGINEER.	Each	90		
	p) Conducting triaxial test (Hoek Cell) on rock samples as per directions of ENGINEER.	Each	30		
	q) Chemical Analysis of soil and ground water including Sulphates, Chlorides, pH values	Each	90		
	r) Chemical Analysis of 2:1, Water: Soil extract of the samples giving SO3 content.	Each	30		
	s) Laboratory permeability test (falling head method)	Each	90		
7	Preparation and submission of Draft report (as per the format provided in Annexure-) in two (2) hard copies and one (1) electronic copy (text searchable pdf format); and Final report in 5 hard copies and 2 soft copies (text searchable pdf format) on Digital Compact Disk after the approval of draft report including all field records, laboratory test results, graphs, analysis of test results and recommendation etc all complete as per specification. Final report shall be submitted after incorporating comments on draft report	L.S	1		
	Sub- Total				
	Applicable Taxes				
	GRAND TOTAL				
Note	**1.The above mentioned quantities are provisional, the final shall be re-measured to reflect the quantities executed by the Subcontractor according to the construction drawings** **2. Material Testing laboratory shall be inspected. The laboratory should be accredited or be in the process of accreditation**				

Consultant's signature: .....Stamp.....

Terms of Reference

1.0 MISSION SUMMARY

In partnership with AFD, the University of Nairobi – the Project Owner – launches Consultancy Services for Geotechnical Study at Chiromo Campus in relation to the construction project of a new building complex dedicated to Engineering and Science in Nairobi, Kenya. The project involves creating a new complex of high-level, sustainable buildings and technical facilities. Some of the activities of the science and engineering faculties would be gathered, and new research and innovation activities would be developed in partnership with private and public companies.

The study is a sub-surface investigation prepared by a qualified expert (Geotechnical Engineer) that analyses subsurface conditions to determine its suitability to accommodate the proposed development. The study aims to determine the appropriate foundation type, geotechnical remedial measures, and relevant geotechnical data for foundation design parameters for the proposed building. Based on these conditions and the factors that influence them, appropriate construction methods and materials can be implemented to ensure the safety and compatibility of the proposed development with the site and surrounding area. The study may reveal that there may be significant challenges in the conceptual design, detailed design, and construction stages of development

2.0 CONTEXT

2.1 The UoN's evolution of their science and engineering entities

University of Nairobi is multidisciplinary and counts 10 Faculties spread across several campuses in different geographical locations:

- Faculty of Agriculture
- Faculty of Veterinary Medicine
- Faculty of Law
- Faculty of Education
- Faculty of Business Management Sciences
- Faculty of Health Sciences
- Faculty of Built Environment
- Faculty of Engineering
- Faculty of Arts and Humanities
- Faculty of Science and Technology

The University was founded in 1956 and bears its present name since 1970. UoN is a non-profit public institution of higher education located in the urban setting

of the great city of Nairobi. In 1983, the University underwent an expansion to meet growing demand, and today has a total of 50,000 students.

Since its establishment, UoN has enjoyed administrative and financial autonomy under the supervision of the Ministry of Education. The University Council sets its main orientations, and its budget comes essentially from State funds.

Teaching is structured according to the LMD (Licence Master Doctorate) system and provided in English. There is a well-established research policy as evidenced by the various structures and units framed around research and innovation: Library and Information Services, Intellectual Property Management Office, Office of Research, Innovation, and Enterprise, among others.

The UoN aims to implement an Engineering and Science Complex for engineering, science & technology as one of its priority projects.

2.2 Genesis and evolution of the project

The project is built in accordance to the current strategic plan of 2023-2027 and the Master plan of 2015-2035. It is fully aligned with Kenya's 2030 Vision.

It was conceived with two fundamental objectives:

- To give visibility to the University at the international level, improving its ranking and widening the recruitment to foreign students, and
- To enhance the occupational integration of students by getting closer to the industrial and economic world.

The organization of the project and its translation into real estate terms were predefined by a consulting team composed of SOFRECO and the French engineering school Centrale-Supélec. In 2019, a pre-feasibility study was developed to confirm the project's relevance and advise UoN of its scope and content. This study was further developed and finalized by University of Nairobi Enterprises Services (UNES), together with Centrale-Supélec Vice President Marc Zolver, in mid-June 2020. An architectural Programming to define the specifications and support design competition is currently underway.

The French Development Agency (AFD) has provided a 30M€ loan funding with a 5M€ grant funding in the final financial package. The latter is targeted to support UoN in building a high-standard sustainable complex and developing partnerships with French engineering and scientific institutions.

2.3 The new scope of activities of the future complex

The future complex is intended to accommodate the eight Centers of Excellence: a). The Innovation Center, b). The Advanced Manufacturing Center. c). the National Institute for Computer Science, d). The Blue and Green Engineering Cente, e). Advanced Material science and Bio-Technologies f). Geoscience, Refining & Petrochemical and Engineering g). Nuclear Science and Energy Engineering, h). Urban development (Subcentre CoE). A joint team will manage it, providing leadership, best practices, education, training, innovation, and research in the targeted areas.

In addition to teaching and research, which will benefit from better material

conditions, it must integrate newly created innovation activities such as incubators, fablab, events, business services, and facilities for companies. The alliance of the two faculties aims to stimulate synergies between the sciences, architecture, and engineering fields to improve teaching and research, as well as student life, and especially the cooperation between the university, scientific and industrial companies.

The new complex aims to strengthen companies' commitment to the university world for the development of innovative solutions, to improve the research environment, pool resources and complementary activities (cultural and sports) to university education, and contribute to a fulfilling student life.

The complex also has to fully integrate the gender dimension, where safe spaces for young women and people with disabilities are provided with specific shared facilities where internal and external stakeholders, such as faculty, students, and businesses, meet. This modern complex will thus create high-standing conditions for education, support women in Science, Technology, Engineering, and Mathematics (STEM), and gender awareness.

2.4 The conceptual principles of the project

The top management of UoN, the Faculty of Science and Technology, and the Faculty of Engineering have expressed their ambition to build the complex in a way that enhances synergies between science and engineering. This would be with the possibility of grouping both entities' training and research activities.

Considering the existing experience, the interviews, discussions with the faculties, and the expected limitation of ground surface area, the main proposed basic principles of the complex may be expressed as follows:

- a mutualized core-centre for Education and Innovation,
- full-fledged flexibility of spaces, especially the mutualised spaces (i.e., dynamically sizeable classrooms, adaptable meeting spaces, shared and modular offices, multi-functional spaces…),
- a high density of activities (no void space – excluding circulations),
- a high connectivity within the building,
- a concept of openness, principally for companies and international partners, and a link to the nearby city,
- a green and sustainable design, and
- a high-tech integrated digital environment and a “smart building” management.

2.5 Sizing of the project

An initial estimate of the project's surface area was carried out as part of the initial feasibility studies. This review must be done in light of the number of students to be accommodated, the real needs, the objective criteria of functioning, the evolution perspectives, the means of operating allocated to the project, and, of course, the projected budget.The figures given in the previous

feasibility study cover approximately 33,000 m^2 to be built, 5 floors with a possibility of two basements depending on the land's topography.

2.6 Selected location

The proposed Chiromo project site is a 3-acre piece of land . It comprises two nearby riparian zones with indigenous trees and a green area as well as a parking lot. Generally, Chiromo campus is situated between two tributaries, Msongawai and Kirichwa, which join downwards to form the Nairobi River, which flows downtown. The site has good infrastructure and is connected to the outside campus through two main access roads and two separate gates on different sides of the Chiromo campus, one from State House Road and another from Uhuru Highway. Pedestrian paths are also not well-defined, as there is limited disability access. There is room for expansion with some reorganization. A detailed ESIA will be required to ensure the proposed project's impact on the riparian and that the green zone is greatly mitigated.

The project is the construction of an Engineering and Science complex with a built-up area of about 33,000m2. The expected building will cover a ground area of about 80m by 80m with two basements and five stories. The final dimensions will be known once the architectural design is completed. The maximum expected vertical service load on a single column is about 4500kN.

This technical proposal complements relevant parts of the bidding documents for the construction of Engineering and Science complex building at the University of Nairobi, Chiromo campus.


University Of Nairobi
- Chiromo Campus
Chemistry Department
University of Nairobi
Department of Geology
Science Cresent
Science Cresent
Optigen Consulting
Kolobot Gardens
Heri Heights Serviced
Apartments by Trianum
4-star hotel
GRAPHISOFT

EAST AFRICA PROTECTORATE.

Land Office Reference No. 209/346/1

PROVINCE OF UKAMBA

Re-Subdivision No. 1
of Subdivision No. 4
of Section No. XLVII
of Portion No. 3
of Meridional District South A.37. / B.II.0.

DISTRICT OF NAIROBI

Locality Nairobi Township

Scale: 1 in. 5000 or 416.66 Feet to 1 Inch

~~Nett~~ Area = 77.74 Acres (Approx.)
~~Road~~ = ~~1.65~~
~~Total~~ = ~~79.39~~

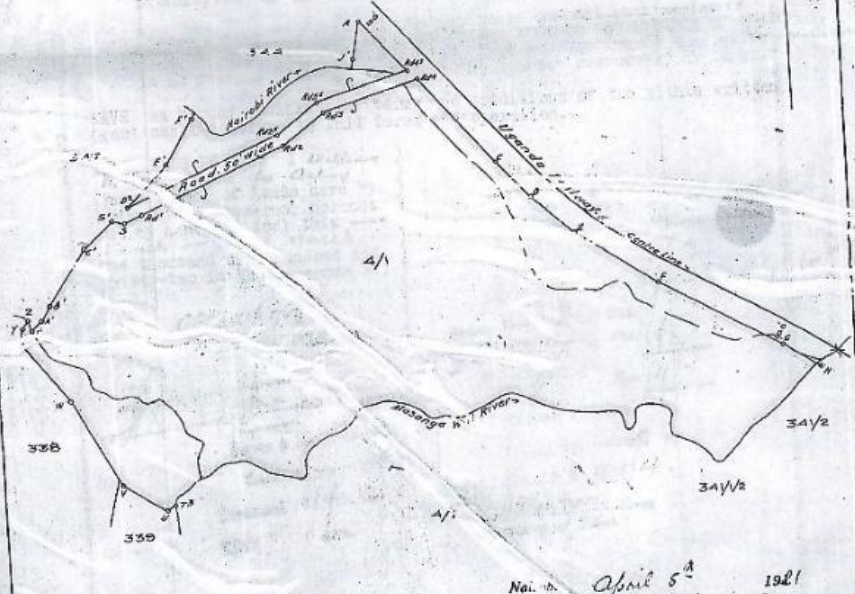
Co-Ordinates.

Referred to Equator & y.	Feet	°E. Longitude x.

	Bearings °	′	″	Distances Feet	
A-C	138	40	30	848.40	
C-D	138	03	30	211.30	
D-E	132	26	00	233.08	
E-F	123	43	11	414.70	
F-G	119	02	00	605.26	G-Riv. 167′
G-H	123	31	00	187.37	
73-U	243	27	00	40.20	
U-V	302	24	40	220.46	
V-W′	332	11	30	428.82	
W′-X	322	30	00	328.50	
X-Y	9	36	00	64.20	
Y-Z	27	56	00	50.00	
1′-A′	43	52	00	60.00	
A′-B′	29	01	00	78.20	
B′-C′	34	14	35	280.70	
C′-5′	49	52	00	163.58	
5′-5	104	29	00	43.06	
5-Rd1	63	41	44	86.54	
Rd1-Rd2	66	42	39	672.86	
Rd2-Rd3	52	07	56	220.51	
Rd3-Rd4	72	32	58	426.38	J′-Riv. 39
J′-A	13	47	30	168.34	
A-Rd4	138	40	30	237.10	
Rd4-Rd5	252	52	58	413.65	
Rd5-Rd6	232	07	56	223.28	
Rd6-D2	246	42	39	708.78	
D2-E′	44	26	00	249.60	
E′-F′	32	07	00	223.70	F′-Riv. 25′

Land Titles Registry Nairobi T.199.

Registrar of Titles



Nairobi April 5th 1921

J. H. Williams
Dep. Director of Surveys, Cadastral Branch

PLAN No 13043

Licensed Surveyor.

Traced by:
Compared by:

3.0 SCOPE OF WORKS

3.1 The main functions to be integrated

The Geotechnical investigations are aimed at revealing the general subsurface soil types & characteristics at the project site earmarked for construction of the Engineering and Science complex at Chiromo campus of the University of Nairobi specifying an efficient and cost-effective foundation design for the forthcoming development.

The subsoil investigations have been planned through the execution of test pits, boreholes in test pits, field testing, and Sampling, followed by appropriate laboratory testing, analysis & evaluation of raw data and test results, and preparation of comprehensive soil investigation and foundation recommendation report. The investigations must be carried out in such a way as to provide sufficient information about the condition and the strength of various sub-strata.

Upon award of work, the field investigations will be supervised by a University of Nairobi Geotechnical Engineer / Engineering Geologist. The firm/institute shall mobilize to the site with the equipment and workforce required to execute work as per Scope of Works & BOQ. *The BOQ is attached*.

3.1.1 The scope of work will include, but not limited to, the following:

- Mobilizing necessary plant, equipment, and personnel to the project site, setting up the equipment, shifting the equipment from one test location to another, carrying out field investigations on land, and demobilization on completion of work.
- The geotechnical investigation includes drilling boreholes, performing SPT, undisturbed and disturbed Sampling, and conducting relevant laboratory tests per the BS/Euro code.
- Boreholes are to be made at twenty (20) locations. The borehole should be extended up to a depth of 25 m. If the bedrock is not encountered continuously for 10m due to volcanic ash or weak soil strata, the depth may be increased to 30m.
- To conduct standard penetration tests (SPT) in the boreholes and to collect disturbed soil samples from boreholes at 1.5 m intervals in depth or wherever there is a change in strata. The nominal diameter of the borehole shall be 110mm.
- Collecting undisturbed soil samples from boreholes at regular intervals and every identifiable strata change to supplement the boring records.
- Recording the depth of the groundwater table and date of test in all the boreholes, if observed up to the depth of exploration during boring work. Groundwater accumulation in boreholes is to be monitored during and after completion of drilling activities.

- If rock is encountered at shallower depth, that means SPT refusal SPT>100; further drilling is to be carried out by core drilling with Diamond bits. Each run of the core drilling is to be properly recorded. At the end of each run, the drill rod string with the core barrel is to be extracted, and the core is to be recovered. The cores are to be carefully transferred to the core boxes, preserved, numbered, and labeled properly. The total rock core recovery (T.C.R.) and Rock Quality Designation (RQD) are to be recorded. Some of the cores are to be sent to the laboratory to determine the density and specific gravity of rock and the uniaxial compressive strength (UCS) of rock samples.
- Laboratory testing will be performed per the schedule provided by the geotechnical engineer on site.
- To demarcate clearly (with co-ordinates) the locations of boreholes at the site on a contour map or site plan
- Applying engineering analysis and evaluation of field findings and laboratory results to develop conclusions by computing safe & allowable bearing capacity, Skin friction, and base resistance in case of piles and recommendations concerning design and construction of the safe and economical foundations design recommendations.
- Site supervision and follow-up in regard to geotechnical matters during the construction phase is not included in this scope and shall be included upon the client's request in the future.
- Preparation and submission of a detailed soil investigation and foundation design recommendation report of the proposed site in three copies and soft format, including all the above information, along with tables and graphs of field and lab test results and site and laboratory photographs while performing the tests.

4.0 COURSE OF THE MISSION

4.1 Organization

The project owner will hand over a copy of the deed plan.

- Project management and follow-up of the study

A *Project Implementation Unit* was set up at the Directorate of University Advancement and will continue to oversee the implementation of the project.

- Main contacts at UoN

The team will need to meet with the relevant project stakeholders. This indicative list below can serve as a basis and will be completed by the selected team, with the assistance of UoN and, if needed, the AFD. The team will add

those of the interlocutors it deems relevant to meet to collect data and information useful for understanding the context, clarifications on demand and needs, etc.

The main interlocutors are:

- The Vice-Chancellor of the UoN
- The project implementation unit
- The Building Committee

4.2 Methodology of work

4.2.1 Task to be performed

- Set out test points as per the drawings with approval of the employer. The employer will give the firm the borehole locations.
- Drilling of boreholes with continuous Sampling
- Performance of in situ Standard Penetration Test (S.P.T) within the boreholes
- Taking disturbed and undisturbed samples in boreholes to determine their relevant geotechnical characteristics.
- Sampling of sub-surface water, if encountered
- Core in bedrock to recover core size 110mm minimum
- Performance of laboratory tests
- Final positions measured in National co-ordinates and elevations captured.

4.2.2. Method of drilling, tools, and equipment

The rotary core drilling method will be used for both boreholes with SPT at intervals of 1.5m. A mobile GY150 rig with tools capable of reaching 30m depth shall be used.

Drill rods of steel shall come in 3m and 1.5m length, straight and with large enough sections to prevent excessive whip and ensure stability of the boring string.

4.2.3. Sampling and in-situ testing

The Sampling shall be done for all the designed lengths and samples stored in well-labeled core boxes.

Small-disturbed SPT samples shall be recovered at 1.5m intervals in soft materials. These samples shall be stored in an airtight container to prevent moisture loss.

The Standard Penetration Test involves obtaining the number of blows (N-values) producing the last 300mm of penetration of 50mm OD Split spoon sampler in connection with an overall 450mm penetration test by 63.5kg hammers free falling through 760mm.

Standard Penetration tests carried out and reported accordingly.

The following field details shall be made:

- Rock quality designation (RQD)
- Total Core Recovery Assessment (TCR)
- Assessment of subsurface water
- Geologic description of the layers

All recovered cores shall be carefully placed in wooden boxes in runs.

4.2.4. Handling and storage of samples

Undisturbed samples

- Undisturbed samples shall be handled with care at all times to avoid damage and disturbance.
- Undisturbed samples shall be restrained in their sample tube, and logging shall be done immediately after Sampling.

Disturbed and bulk samples.

- Disturbed and bulk samples should be stored in non-corrodible and durable containers or inside two (2) polythene sacks.
- The sample shall fill their containers so that there is a minimum air space, and the containers shall have an airtight seal.

Labeling of samples

- Samples shall be marked internally

4.2.5. Laboratory testing and analysis

Laboratory tests shall be carried out on selected samples from boreholes as considered appropriate for soil types and the provision of useful parameters for design and construction purposes on the site.
Tests shall be carried out according to procedures set out in relevant parts of **Eurocode.**
Tests to be undertaken include:

I. Classification Test
II. Liquid limit and Plastic Limit (Atterberg)

Engineering Tests

- Quick undrained Triaxial tests to be undertaken on selected undisturbed samples.
- Specific gravity and Bulk Density determination
- Chemical test on water if encountered

Crushing Test

Some selected rocks samples shall be cut, trimmed, and subjected to a crushing test to determine the unconfined compressive strength and the allowable bearing capacity of the rock together with the RQD test.

4.3Schedule of works

Candidates are required to propose a detailed schedule of their interventions with specific objectives of the geotechnical survey to include :

- **Site Characterization:** Assess the physical and mechanical properties of the soil and rock at the construction site.
- **Risk Assessment:** Identify potential geotechnical hazards such as landslides, soil liquefaction, sinkholes, and seismic activity.

- **Foundation Design:** Provide essential data for the proposed building foundations, ensuring they are safe, stable, and appropriate for the specific soil conditions.
- **Cost Estimation and Planning:** Propose cost implication and project planning based on the geotechnical conditions

4.4 Payment Plan

Upon completion and certification of the geotechnical survey, payment will be made in two installments spread over a period of 6 months, covering the time required for the architectural competition and design finalization phases.

4.5 Deliverables

Reports and records

Introduction

The Firm shall prepare and submit to the Engineer/Employer one copy of a report/data on all work at the site and such other details as required by the engineer appropriate to the work performed.

4.5. 1 Daily report

The Firm shall prepare a Daily Report signed by the Firm/institute's agent or representative on-site for each exploratory hole/borehole, which shall be submitted to the engineer within 24 hours of the completion of the exploration to which they refer and contain the following information where relevant.

i. General
   a) Job name, location, and co-ordinates.
   b) Rig foreman's name.
   c) Exploratory borehole reference number and level.
   d) Visitors to rig site (including Firm/institute's head office staff).
   e) Name of Supervisory Staff.

ii. Borings
   a) Diameters and depths of all casings used
   b) Any addition of water to the boring
   c) Method of penetration and flushing system

iii. Drilling of boreholes
   (a) Elevation of the top of the borehole
   (b) Records of groundwater, if any
   (c) Depth at the end of each working day or shift
   (d) Depth to each change of stratum
   (e) Description of subsoil strata encountered.
   (f) Details of obstructions, time spent, and method of overcoming them.
   (g) Details of backfill

4.5.2 Submission of complete field and laboratory data

The results of each borehole and field tests carried out shall be communicated to the engineer as follows:
i) Oral reports as the work proceeds.
ii) One set of complete data of the work in the form of a bound document, which shall Contain but not limited to:

a) A site plan showing the position of the boreholes and giving their map reference.
b) The borehole and borehole logs.
c) Complete results of field tests such as SPT, DCP, if any, etc.
d) Complete results of Laboratory tests.
e) Comments on any point which the engineer has put to the firm/institute for inquiry and investigation during the works.

4.5.3 Compilation of geotechnical investigations report

After completing Geotechnical Investigations in the field and material testing in the laboratory, the Firm shall review & analyze the field and laboratory results and other information collected during the investigation. It shall compile a detailed Geotechnical Investigations Report of the Project Site, defining work methodology, foundation design recommendations & conclusions for Shallow Foundations that will include Ultimate and Allowable Bearing Capacity versus depth of footings and also for pile foundation in case the pile foundation as appropriate solution for the site. In the case of pile foundation, allowable skin friction, allowable base resistance, horizontal load capacity of the piles, etc., the recommendations shall also be presented in the form of a graph showing bearing capacity, skin friction, base resistance, values versus depth of foundations, and all structures in the Project Area.

The firm shall submit two (02) copies of the draft report for review and comments of the Employer (UoN). The firm/institute shall submit three (03) copies of the final report after attending the comments/observations of the employer.
The geotechnical and foundation recommendation reports shall consist of at least the following:

A. Site Context & Background

i. Provide a brief description of the existing site conditions, including any existing structures, topography, and features relevant to the investigation and/or development
ii. Provide a brief description of the proposed development, including any proposed buildings, parking garages, structures, significant excavations, utility installations, proposed roadways, and grading alterations
iii. Description of the Method used for the soil investigation

B. Proposed Investigation

Discuss the investigation program and data collection methodology, including:
i. Summary of Investigation Program, including date(s) of fieldwork

ii. Number, depth, and locations of boreholes.
iii. Establish accurate ground elevations at each of the investigation locations and provide an appropriate site benchmark
iv. Identify unusual conditions encountered during the investigation

C. Geotechnical and Geological Conditions

Discuss the site's subsurface information, which should include the following:
i. Subsurface soil conditions such as soil stratigraphy, soil type and composition
ii. Groundwater levels encountered at the subject site
For sites with steep or potentially unstable slopes, identify:

a. External loadings include structures, traffic, trees, fill, etc.
b. Site drainage, runoff, seepage
c. Slope configuration, height, inclination, shape, and profile
d. Factors of safety in design
e. Erosion considerations
f. Any historical evidence of geotechnical instability on or near the site
g. Moisture content, angle of friction, cohesion, Estimated modulus of elasticity, poison ratio, etc.

D. Discussion & Recommendations

Construction recommendations, including:
i. Excavation (including soil classifications, safe excavation slope and the need for de-watering)
ii. Design considerations and parameters for design and construction.
iii. Recommendations on the need for vibration and displacement monitoring during construction
iv. Suitability of native soils to reuse on-site for backfilling material.
v. Recommendations on the management of excess materials
vi. Geotechnical interpretation of the boring logs presenting the mechanical properties of each encountered soil layer, including profiles.
vii. Backfilling material properties, compaction, and quality assessment recommendation

Structural recommendations:
i. Design considerations and parameters for deep and shallow foundations and slabs on grade. Bearing capacity, skin friction, base resistance, settlements, swelling potential, if any.
ii. Discussion of possible ground improvements as required
iii. Lateral earth pressures for the design of permanent retaining structures. Active, passive, and at-rest earth pressure coefficients, densities, water pressures
iv. Seismic design considerations and parameters such as design ground acceleration due to seismic, site factor due to soil amplification, and spectral accelerations.
v. Foundation subsurface drainage considerations (perimeter drainage and sub-slab)
vi. Waterproofing requirements for structures in contact with soil/rock.
vii. Detailed information about possible settlement where relevant for various types of foundations as may be proposed. Long- and short-term settlements shall be determined based on expected foundation load and size.

Site servicing (storm, sanitary, water, and other utilities) details and recommendations, including:

i.Pavement design
ii. Subsurface drainage recommendations, if required
Conclusions and Recommendations
i.Briefly summarize the recommendations of the study and identify any limitations in the report.
ii. Provide a reliance clause allowing the Employer (UoN) to rely on the contents of the report to make development approval decisions.
iii. Provide recommendations on further investigations, such as the need for Hydrogeological Studies, additional soil characterization, chemical analysis, detailed in-situ investigations for site/development-specific details, etc.

Additional information

Note 1:
If the employer considers the submitted Geotechnical Study to be incomplete, unsatisfactory, inconsistent, insufficient, authored by an unqualified individual, or if it fails to satisfy the requirements set out in this TOR in any other manner, the report may be deemed incomplete and returned to the firm for updated study.

Note 2:
The Geotechnical Study must be compliant and meet the current Kenyan standard for compliance.

Note 3:
The employer reserves the right to require a peer review of submitted Materials by an appropriate agency or qualified professional, the cost of which will be borne by the firm.

Note 4:
Documents and all related information submitted to the employer as part of a complete development application are considered public documents once submitted.

Note 5:
This Terms of Reference document is intended to be used for guideline purposes only and will be used to provide technical direction throughout the planning and development process.
Completion of a report in alignment with the requirements of this Terms of Reference will not guarantee approval of the development application in question.

○ 4.5. 4 Final report : Geotechnical Report

Geotechnical Report Submission Requirements and Checklist		
A. Site context and background	**Firm check Included in the report (Page number)**	**Employer (UoN) check Included in the report (Page number)**
Site Background (review of existing conditions, site location, historical uses, etc.)		
Description of the proposed development as it relates to geotechnical investigations		

B. Proposed investigation	Firm check Included in the report (Page number)	Employer (UoN) check Included in the report (Page number)
Description of the investigation program and data collection methodology.		
Elevations of boreholes, levels shall be above sea level.		
Summary of investigation and description of any unusual conditions encountered during the investigation (Volcanic ash, weak layers below rocks, voids within earth mass, etc.)		
C. Geological Conditions	**Firm check Included in the report (Page number)**	**Employer (UoN) check Included in the report (Page number)**
Summary of subsurface stratigraphy		
Summary of groundwater elevations encountered		
Other pertinent information to the development such as steep slopes, erosion etc.		
D. Discussions and Recommendations	**Firm check Included in the report (Page number)**	**Employer (UoN) check Included in the report (Page number)**
Construction-related recommendations, as they relate to proposed development, adjacencies to existing structures, and existing conditions to be maintained		
Structural recommendations to accommodate the anticipated development.		
Site servicing recommendations include but are not limited to storms, sanitary, water, other utilities, bedding, corrosion, etc.		
Pavement design recommendation-site works		
E. Conclusions and Recommendations	**Firm check Included in the report (Page number)**	**Employer (UoN) check Included in the report**

		(Page number)
Provide a summary of findings and recommendations.		
Provide recommendations for further studies that may be required to accommodate the proposed development.		
Provide a reliance clause to allow the University of Nairobi to rely on findings for development approval.		

5.0 REQUIRED SKILLS AND MACHINERY

The Firm shall have on-site, at all times, qualified, experienced, orderly, and thoroughly competent persons, including geotechnical engineers and engineering geologists, who shall conduct and supervise drilling, boring operations, Sampling, logging, and in-situ testing. The Firm shall remove from the site any of its employees who, in the opinion of the site engineer, do not meet these requirements.

A Geotechnical Study and reports should be prepared and signed by a qualified Professional Civil/Geotechnical Engineer who must be licensed by the Engineers Board of Kenya (EBK) with a minimum relevant experience of 8 years of practical experience. The Qualified Person must be working under a Certificate of Authorization, allowing them to provide engineering services to the public. The engineer or geotechnical engineer must be qualified and competent in the proposed works and must also be acceptable to the Employer (UoN). The stamped, completed report must identify and be signed by the author(s) and, where prepared under the direction of a qualified professional, the signature of the reviewer of the report. The qualified professional who has signed the report shall take professional responsibility for its contents and the accuracy of the information contained therein.

○ 5.1. Required Skills

Item No.	Position/ Specialization	Relevant academic/ Professional qualifications	Total Work Experience post registration (years)	Experience In Similar Works (years)
1	Team leader	B.Eng./BSc Engineering or Equivalent (Civil) plus Post Graduate Qualification in Project Management or Equivalent is an added advantage	10	6

2	Pavement/Materials Engineer	Bachelor's degree in civil or highway engineering; Registered Engineer	8	5
3	Geotechnical Engineer	Master of Engineering in Geo-technics Registered Professional Engineer	8	5
4	Geologist	Bachelor's degree in Geology	8	5

5.2. Plant and equipment

The Firm/institute shall keep a sufficient plant on-site to meet the work requirements. The plant and equipment shall be in good operating condition and capable of efficiently performing the work set forth.

5.3. Health, safety, and environmental (hse) measures

The Firm shall ensure that all necessary measures are undertaken to maintain the good health of its staff and hygienic conditions at the job site. The Firm shall ensure the safety of all the personnel engaged in the work, including the employer and engineer supervising staff, and shall take necessary precautions and preventive measures to that end, including using personal protective equipment (PPE) and safe working procedures. The Firm shall take effective steps to ensure that no air, water, or soil pollution is generated during the Work.

5.4 Measurement of quantities

The quantities shown in the Bill of Quantities are only approximate. The payment shall be made based on actual work performed in accordance with the specifications and the scope of work. The price includes all the expenses, including Taxes required by the Government of Kenya.

5.5. Submission of field data

The Firm shall supply complete field investigation data to the Engineer/Employer within Seven (07) days after the completion of fieldwork. This data shall include copies of all approved borehole logs and test records prepared during the course of the contract including any alterations or amendments required by the engineer. No separate payment shall be made for this work. Logs of boreholes/ drill holes/ boreholes shall be provided on forms specified by the engineer. They shall include descriptions of all strata, including details of the soil macro fabric (such as frequency, orientation, and nature of discontinuities), details of samples taken, and an account of all observations and field tests. Logs of drill holes and boreholes shall include notes on the nature, quantity, and color of the drilling fluid returns. All logs shall be subject to the engineer's approval, and one draft copy shall be submitted to the engineer no later than seven days after the hole is backfilled. Soil descriptions shall conform to Kenyan specifications. All depths and

thicknesses of topsoil and strata shall be recorded in meters, and all reduced levels shall be recorded in meters with respect to mean sea level.

CRITERIA FOR ASSESSING THE BIDS

Mandatory Criteria

a) Certificate of Incorporation/Certificate of Registration
b) Valid Tax Compliance Certificate
c) Valid Business Permit
d) Company Profile (Giving full details of location,organogram etc)
e) JV agreement (where two or more consulting firms are bidding jointly)

Assessment of technical value

The technical value criterion will be assessed and scored out of 100 points distributed between the sub-criteria defined below: The minimum technical score (St) required to pass is: **80.**

1. **Specific experience of the consultant or personnel related to the assignment- 20 points**
   i. The firm shall be registered/incorporated as a consulting firm with core business in the field of Geotechnical/ Civil Engineering for a period of at least 10 years- **5 points**
   ii. The firm shall demonstrate as having successfully executed at least **five** assignments with similar characteristics to the present mission for an equivalent project size or bigger within the last **10 years.** Details of the assignment- name and address of the client, scope, value and period should be provided**. – 3 points per assignment up to a maximum of 15 points**

2. **Key personnel- provide detailed CVs, Academic and professional certificates- 50 points**

   Position K-1: Team Leader (Engineer) [20 points]

   Position K-2: Materials Engineer [12 points]

   Position K-3 Geotechnical Engineer [10 points]

   Position K-4: Geologist [8 Points]

3. **Adequacy of Methodology and work plan in responding to Terms of Reference - 30 points**

The number of points to be assigned for this criterion shall be determined considering the following five sub-criteria and relevant percentage weights:

(i)	The methodology is clear and complete: all services, organization described, resources mobilized, list of activities, risks and assumptions	*30%*
(ii)	The methodology is relevant: it brings an added value the TORs	*20%*
(iii)	The work plan is detailed, realistic and in line with the TORs and proposed methodology	*30%*
(iv)	The number of experts and the expected number of working days for each expert are adequate to satisfactorily perform each activity.	*20%*

FINANCIAL EVALUATION

Determination of Financial score

The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:

Sf = 100 x Fm/F, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the Proposal under consideration.

The weights given to the technical (T) and financial (F) Proposals are:

T = 80

and

F = 20

Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T the weight given to the technical Proposal; F = the weight given to the financial Proposal; T + F = 1) as following: S = St x T% + Sf x F%. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

- **Clarifications**

The Consultant may request a clarification of any part of the RFP during the period indicated in the 7 days before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Procuring Entity's address indicated in the proposal. The Procuring Entity will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all Consultants who have registered with the procuring entity. In addition, the response will also be uploaded in the Procuring Entity's website and the Public Procurement Information Portal.

- **Visit of the sites**

A visit of the site is compulsory within the framework of this consultancy. The candidates will have to contact the Directorate of Supply Chain Management e-mail: directorsupplychain@uonbi.ac.ke and make an appointment at least 5 working days before the deadline for submission of the offers.

Standard Contract

THIS CONTRACT ("Contract") is entered into this *[insert starting date of the Services]*, by and between *[insert Client's name]* ("the Client") having its principal place of business at *[insert Client's address]*, and *[insert Consultant's name]* ("the Consultant") having its principal office located at *[insert Consultant's address];*

BACKGROUND

The Agence Française de Développement (the "AFD") and *[insert name of Client]* have signed a Financing Agreement for *[insert name of project]* (the "Project").

The Client requires the Consultant to perform the Services described in Annex A as part of the implementation of the Project.

WHEREAS, the Client wishes to have the Consultant performing the Services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services

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

(ii) The Consultant shall mobilize the expertise and shall use the methodology specified in Annex B, "Technical Proposal of the Consultant".

2. Contract Period

The Consultant shall perform the Services during the period commencing *[insert start date]* and ending on *[insert completion date]* or any other period as may be subsequently agreed by the parties in writing.

3. Payment

A. <u>Ceiling</u>

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed a ceiling of *[insert ceiling amount].* This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Payment modalities

The payment schedule and conditions are specified in Annex C.

Payments shall be made no later than 30 days following submission of original invoices in duplicate to the Coordinator designated in article 4 on the following bank account:

Bank account number:

Bank account's name:

4. Contract Administration

A. Coordinator

The Client designates Mr./Ms. *[insert name]* as Client's Coordinator; the Coordinator shall be responsible for the coordination of the Services under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Client.

B. Reports

The reports listed in Annex A, "Terms of Reference and Scope of Services" shall be submitted as part of the Services, and will constitute the basis for payments to be made under article 3.

5. Performance Standard

The Consultant undertakes to perform the Services in compliance with the highest ethical and professional standards.

6. Confidentiality

The Consultants 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 study, report or other output such as drawings, software or else, 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

The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant shall be disqualified from providing goods,

	Certain Activities	works or non-consulting services resulting from or closely related to the Services.
9.	**Insurance**	The Consultant will be responsible for subscribing to an appropriate insurance coverage.
10.	**Assignment**	The Consultant shall not assign this Contract or Subcontract 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 the English language.
12.	**Termination**	The contract may be terminated by the Client if the Consultant fails to perform the Services or fails to submit satisfactory reports as specified in Annex A. The termination shall be preceded by a 30 days' notice.
13.	**Dispute Resolution**	Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.
14.	**Declaration of Integrity**	The Consultant commits to comply with the requirements specified in the Declaration of Eligibility and Social and Environmental Responsibility, a signed copy of which is attached as Annex D.
15.	**Consultant's Status**	If the Consultant has the status of an independent consultant, the Consultant shall not be deemed to be an employee of the Government of the Country of the Client or an employee of the Client by virtue of the Contract. The Consultant shall have no right to payments, allowances, compensation, pension or reimbursements of any kind, except as explicitly specified in the Contract.

FOR THE CLIENT	FOR THE CONSULTANT
Signed by _____	Signed by _____
Title: _____	Title: _____

ANNEX A - Terms of Reference and Scope of the Services

1. Background and justification of the Services;

2. Objectives of the Services;

3. Scope of the Services;

4. Reports to be submitted by the Consultant;

5. Consultant's required profile;

6. Time schedule of the Consultant Services.

ANNEX B - Consultant's Technical Proposal

[Insert here the Consultant's methodology and CV(s).]

ANNEX C - Payment Schedule and Modalities

[The following is provided as a sample provision. The payment schedule should be prepared specifically for each contract. Any tax obligations of the Consultant in the Country of the Client should be indicated explicitly.]

The Contract is a lump-sum contract

[Insert here the Financial Proposal table resulting from price negotiation with the Consultant]

	Unit Price	*Quantity*	*Total (tax excluded)*
Remuneration	*(fee net of taxes per day)*	*(to be specified by the Client)*	
Other expenses: *Per diem* *Flight tickets* *Hotel…* *(specify list of items)*	*(for each item specify if Lump sum or reimbursable)*	*(to be specified by the Client)*	

Conditions for payment eligibility and price inclusions are:

[Specify for each item the conditions for payment eligibility and the price inclusions: maximum hotel nightly rate allowed if reimbursable, train or flight passenger class and maximum travel cost if reimbursable, list of price inclusion in per diem rate such as local transport expenses, communications costs…]

Payment schedule:

(a) … % of the Contract Price shall be paid upon signing of the Contract.

(b) … % of the Contract Price shall be paid upon submission of the reports a, b, c and d.

(c) … % of the Contract Price shall be paid upon submission of the reports x, y and z.

(d) … % of the Contract Price shall be paid upon approval of the final report.

ANNEX D - Statement of Integrity, Eligibility and Environmental and Social Responsibility

Reference name of the bid or proposal: _____ (The "**Contract**")

To: _____(The "**Contracting Authority**")

1. We recognise and accept that *Agence Française de Développement* ("AFD") only finances projects of the Contracting Authority subject to its own conditions which are set out in the Financing Agreement which benefits directly or indirectly to the Contracting Authority. As a matter of consequence, no legal relationship exists between AFD and our company, our joint venture or our suppliers, contractors, subcontractors, consultants or subconsultants. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. We hereby certify that neither we nor any other member of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations:

   2.1) Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganisation or being in any analogous situation arising from any similar procedure;

   2.2) Having been:

   a. convicted within the past five years by a court decision, which has the force of *res judicata* in the country where the Contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract (in the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of this Contract);

   b. subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where we are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract (in the event of such sanction, you may attach to this Statement of Integrity supporting information showing that this sanction is not relevant in the context of this Contract);

   c. convicted within the past five years by a court decision, which has the force of *res judicata*, of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;

2.3) Being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;

2.4) Having been subject within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;

2.5) Not having fulfilled our fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where we are constituted or the Contracting Authority's country;

2.6) Being subject to an exclusion decision of the World Bank and being listed on the website http://www.worldbank.org/debarr (in the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of this Contract);

2.7) Having created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of this Contract.

3. We hereby certify that neither we, nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations of conflict of interest:

   3.1) Being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;

   3.2) Having a business or family relationship with a Contracting Authority's staff involved in the procurement process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;

   3.3) Being controlled by or controlling another bidder or consultant, or being under common control with another bidder or consultant, or receiving from or granting subsidies directly or indirectly to another bidder or consultant, having the same legal representative as another bidder or consultant, maintaining direct or indirect contacts with another bidder or consultant which allows us to have or give access to information contained in the respective applications, bids or proposals, influencing them or influencing decisions of the Contracting Authority;

   3.4) Being engaged in a consulting services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;

   3.5) In the case of procurement of goods, works or plants:

      i. Having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other

documentation to be used in the procurement process of this Contract;

ii. Having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;

4. If we are a state-owned entity, and to compete in a procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.

5. We undertake to bring to the attention of the Contracting Authority, which will inform AFD, any change in situation with regard to points 2 to 4 here above.

6. In the context of the procurement process and performance of the corresponding contract:

   6.1) We have not and we will not engage in any dishonest conduct (act or omission) deliberately indented to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit;

   6.2) We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit;

   6.3) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any Person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the Person occupies, (ii) any other Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a Public Officer by the national laws of the Contracting Authority's country, an undue advantage of any kind, for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity;

   6.4) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any Person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another Person or entity for such Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;

   6.5) We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting

access to the market or the free exercise of competition by other undertakings;

6.6) Neither we nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France;

6.7) We commit ourselves to comply with and ensure that all of our suppliers, contractors, subcontractors, consultants or subconsultants comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the environmental and social commitment plan (ESCP) provided by the Contracting Authority.

7. We, as well as members of our joint venture and our suppliers, contractors, subcontractors, consultants or subconsultants authorise AFD to inspect accounts, records and other documents relating to the procurement process and performance of the contract and to have them audited by auditors appointed by AFD.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of[1]: _____

Signature: _____Dated:

[1] In case of joint venture, insert the name of the joint venture. The person who will sign the application, bid or proposal on behalf of the applicant, bidder or consultant shall attach a power of attorney from the applicant, bidder or consultant.