



**RFP No. UON/FST/RFP/3/2023-2024**

**SELECTION OF CONSULTING SERVICES FOR TOPOGRAPHICAL AND  
CADASTRAL SURVEY 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: 26<sup>th</sup> June 2024**

**Closing Date: 9<sup>th</sup> July 2024**

# Letter of Invitation

## REQUEST FOR PROPOSALS FOR CONSULTING SERVICES FOR TOPOGRAPHICAL AND CADASTRAL SURVEY AT THE UNIVERSITY OF NAIROBI, CHIROMO CAMPUS

RFP No. UON/FST/RFP/03/2023-2024

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: Topographical and Cadastral Survey 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](mailto:procurement@uonbi.ac.ke) or the Public Procurement Information Portal (PPIP); [tenders.go.ke](http://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](mailto:directorsupplychain@uonbi.ac.ke) to facilitate any further clarification or addendum.
4. Qualified and interested 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 3 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 **9<sup>th</sup> 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 2<sup>nd</sup> 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 Address to:  
The Vice Chancellor, University of Nairobi  
P.O Box 30197 - 00100, Nairobi  
Email: [directorsupplychain@uonbi.ac.ke](mailto: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, 3<sup>rd</sup> 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: \_\_\_\_\_

## CONTENTS OF THE PROPOSAL

The bid should include:

### TECHNICAL PROPOSAL

- 1 - 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

A financial proposal including:

- a. The budget including fees, consultants' travel expenses, and other expenses estimated for the period of the mission.
- b. The submission letter dated and signed. It should indicate the amount of the bid.

# Terms of Reference

## 1.0 MISSION SUMMARY

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

## 2.0 CONTEXT

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

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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

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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 Center, 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

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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

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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<sup>2</sup> to be built, 5 floors with a possibility of two basements depending on the land's topography.

#### 2.6 Selected location

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The project will take place in Nairobi. The city covers an area of 150 km<sup>2</sup> with an altitude of 1,660 to 1,800 metres above sea level. The proposed Chiromo project site is a 15-acre piece of land situated between two tributaries Msongawai and Kirichwa which join downwards to form the Nairobi river which flows downtown, it is also crossed by Prof. Maurice Alala road.

The seismology of the Nairobi region shows a relative fragmentation and instability of tectonic plates with the presence of a fault. This situation presumes the possibility of earthquakes and therefore, imposes special construction provisions for the foundations and infrastructures as well as the superstructures.



# EAST AFRICA PROTECTORATE.

PROVINCE OF UKAMBA

DISTRICT OF NAIROBI

Locality Nairobi Township

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

Co-Ordinates.

Refered to Equator & East	of Longitude

Land Office Reference No. 209/346/1

Re-Subdivision No. 1

of Subdivision No. 4

of Section No. X2V11

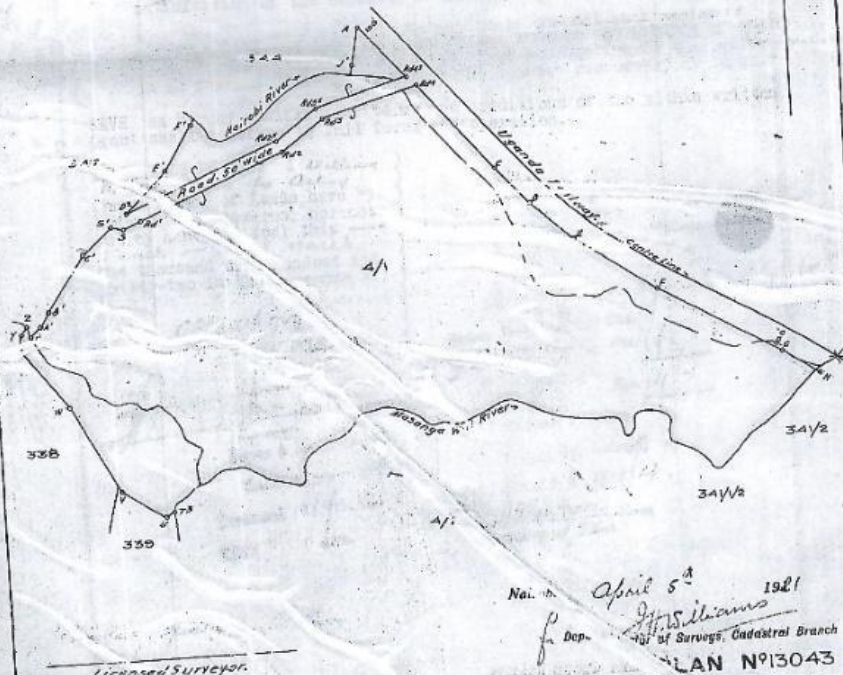
of Portion No. 3

of Meridional District South A 37.

Net Area = 77.74 Acres (Approx.)

Corner	Bearings			Distances Feet
	to	from	to	
A-C	138	40	30	548.40
C-O	138	03	30	211.30
O-E	132	28	00	233.00
E-F	123	23	11	814.70
F-G	119	02	00	605.20
G-N	123	31	00	40.20
N-O	243	27	00	220.46
U-Y	302	24	40	428.82
V-W	322	11	30	320.50
W-X	322	30	00	64.20
X-Y	31	36	00	50.00
Y-Z	27	58	00	50.00
Z-A	43	52	00	78.20
A-B	23	07	00	280.70
B-C	34	16	35	163.50
C-D	45	52	00	43.00
D-E	104	23	00	86.54
E-F	62	41	44	672.96
F-G	52	07	56	220.54
G-H	72	32	58	426.30
H-I	75	47	30	168.24
I-J	138	40	20	237.10
J-K	252	52	58	223.28
K-L	232	07	28	700.70
L-M	246	42	39	243.00
M-N	44	26	00	223.70
N-O	32	07	00	

Land Title No. 1799  
 Nairobi  
 Licensed Surveyor  
 Date of Issue: 1921



Nai. No. April 5<sup>th</sup> 1921  
 J. S. Williams  
 Dep. of Surveys, Cadastral Branch  
 PLAN N°13043

Traced by:  
 Compiled by: J. S. Williams

### 3.0 SCOPE OF WORKS

#### ○ 3.1 The main functions to be integrated

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Topographic and cadastral survey of the site is to be carried out including features and services as guided by the following scope of work:

- a) Establish boundary lines on all sides.
- b) Capture all fences or live fences along the boundary lines.
- c) Carry out full topographical survey capturing adequate spot levels for generating accurate contours at 0.5m-1.0m interval depending on terrain of the property.
- d) Capture any existing building structures including plinths with their floor levels.
- e) Capture all permanent and non-permanent structures on site.
- f) Capture all trees, shrubs, gardens, flower etc.
- g) Tabulation of trees approx. tree heights, girth and canopy spread.
- h) Capture rock out crops, water features such as pools, ponds, marsh areas etc.
- i) Capture all storm water drains, channels on site and way leaves.
- j) Capture all drainage channels outside the immediate site area with their invert levels.
- k) Capture any sewer lines within and surrounding the site area including manholes with their invert levels.
- l) Capture all infrastructure lines such as power lines, telephone lines and transformers etc.
- m) Survey is to include all immediate adjacent access roads, kerb lines, inside roads, tracks, walk ways etc.

### 4.0 COURSE OF THE MISSION

#### 4.1 Organization

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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

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### 4.2.1- Task to be performed

Ground Control installation of inter-visible Ground Control Points (GCPs) tied to the National Grid System in UTM Coordinates with heights referenced to mean sea level.

The Control points will be used during topographical survey works and subsequent survey works on site as points of reference (datum). The control points will be marked with Iron Pins in Concrete (IPCs) but shaped in a way so as not to confuse with the plot boundary beacons of the property. Equipment for the survey shall be Geodetic GPS Receivers and Total Station with onboard recording and accessories. The property beacons shall be searched/identified using data on Survey of Kenya plans to be obtained from the Director of Surveys office.

## 4.3 Payment Plan

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Upon completion and certification, payment will be made in full (one off)

## 4.4 Deliverables

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Delivery will be digital AutoCAD DWG format drawing(s), CSV topographical survey data file and Surveyor's report

## 5. REQUIRED SKILLS

Experience and Qualification of key staff to be engaged in the assignment:

### 1. Team Leader (Principal Surveyor)

#### i. Qualification and skills

Must possess University Degree in Surveying (or equivalent); be a registered surveyor with the Institute of Surveyors of Kenya with a valid practicing license

#### ii. General Professional experience

A minimum of 15 years' practical post qualification experience in surveying

#### iii. Specific Professional Experience

At least 12 years' experience in carrying out topographical and cadastral survey and mapping of building projects using electronic survey equipment including GPS, Total Stations and associated computer applications

## 2. Senior Land Surveyor

### i. **Qualification and skills**

Must possess University Degree in Surveying (or equivalent); be a registered surveyor with the Institute of Surveyors of Kenya with a valid practicing license

### ii. **General Professional experience**

A minimum of 10 years' practical post qualification experience in surveying

### iii. **Specific Professional Experience**

At least 5 years' experience in carrying out topographical and cadastral survey and mapping of building projects using electronic survey equipment including GPS, Total Stations and associated computer applications

## 3. Land Surveyor 1

### i. **Qualification and skills**

Must possess University Degree in Surveying (or equivalent); be a Full Member with the Institute of Surveyors of Kenya with a certificate of good standing

### ii. **General Professional experience**

A minimum of 8 years' practical post qualification experience in surveying

### iii. **Specific Professional Experience**

At least 3 years' experience in carrying out topographical and cadastral survey and mapping of building projects using electronic survey equipment including GPS, Total Stations and associated computer applications

## 4. GIS Expert

### i. **Qualification and skills**

Must possess University Degree in Surveying, GIS (or equivalent)

### ii. **General Professional experience**

A minimum of 7 years' practical post qualification experience

### iii. **Specific Professional Experience**

At least 5 years' experience in carrying out GIS projects

## 5. CAD Expert

### i. **Qualification and skills**

Must possess University Degree in Surveying, GIS (or equivalent)

### ii. **General Professional experience**

A minimum of 7 years' practical post qualification experience

### iii. **Specific Professional Experience**

At least 5 years' experience in Draughting/CAD applications projects

## CRITERIA FOR ASSESSING THE BIDS

- 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 Urban/physical planning and or surveying for a period of at least 10 years- **5 points**
- ii. The firm shall demonstrate as having successfully executed at least **three** assignments of similar nature, complexity and in a similar operating environment within the last 5 years. Details of the assignment- name and address of the client, scope, value and period should be provided. - **5points per assignment up to a maximum of 15 points**

#### 2. 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 to 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% |

#### 3. Key personnel- provide detailed CVs, Academic and professional certificates- 50 points

- Position K-1: Team Leader (Principal Surveyor) [ **15 points** ]
- Position K-2: Senior Land Surveyor [ **12 points** ]

- Position K-3 Land Surveyor 1[8 points]
- Position K-4: GIS Expert {8 Points}
- Position K-5: CAD Expert - {7 Points}

## FINANCIAL EVALUATION

### Determination of Financial score

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

$Sf = 100 \times Fm/F$ , 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:  $S = St \times T\% + Sf \times F\%$ . The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

#### ○ Clarifications

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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

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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](mailto: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. Ceiling

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]*

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

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 intended 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<sup>1</sup>: \_\_\_\_\_

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

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<sup>1</sup> 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.