



REQUEST FOR PROPOSAL FOR CONSULTANCY SERVICES FOR THE STRATEGIC ENVIRONMENTAL ASSESSMENT (SEA) OF KENYA'S NUCLEAR POWER PROGRAMME: TENDER NO: KNEB/RFP/06/2015/2016.

TENDER CLOSES ON TUESDAY 2ND AUGUST, 2016 AT 11:00AM.

JUNE 2016

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SECTION I

INVITATION TO TENDER

1. KNEB invites request for proposal for consultancy services for the strategic environmental assessment (SEA) of Kenya's Nuclear Power Programme Tender No: KNEB/RFP/06/2015/2016.
2. Completed tender documents should be deposited in the Tender Box situated at the reception on the 2nd floor of KNEB Headquarters, KAWI House so as to reach on or before **Tuesday 2nd August, 2016** at 11.00 am local time.
3. Bulky Tender Documents, which cannot go through the slot of the tender box, may be delivered to the office of the Procurement Manager, situated at the second Floor on or before the above stipulated time.
4. Tenders will be opened at 11:30 a.m. the same day in KNEB Boardroom.
5. Tenderers or their representatives may attend the opening.
6. Late Tenders shall be rejected.

ENG. COLLINS GORDON JUMA
AG. CHIEF EXECUTIVE OFFICER

SECTION II - INSTRUCTIONS TO CONSULTANTS

2.1 Eligible Tenderers

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

2.2 Clarification and amendment to the RFP documents

- 2.2.1** Individual consultant may request clarification of any of the RFP documents not later than Seven (7) days before the deadline for the submission of the proposals. Any request for clarification must be sent in writing by post, fax or email to KNEB's address indicated in the special conditions of contract. KNEB will respond by post, fax or email to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all individual consultants invited to submit proposals.
- 2.2.2** At any time before the deadline for submission of the proposals, the procuring entity may for any reason; either at its own initiative or in response to a clarification requested by an intended individual consultant amend the RFP. Any amendment shall be issued in writing, fax or email to all invited individual consultants and will be binding on them. KNEB may at its discretion extend the deadline for the submission of the proposals.
- 2.2.3** Clarification of tenders shall be requested by the tenderer to be received by KNEB not later than 7 days prior to the deadline for submission of tenders.

2.2.4 KNEB shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.3 Preparation of proposals

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

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

2.3.3 While preparing the Technical proposal, the individual consultant must give particular attention to the following:

- a) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub- consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
- b) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.
- c) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or has an extended and stable working relationship with it.
- d) Proposed professional staff must as a minimum, have the experience preferably working under conditions similar to those prevailing in Kenya.
- e) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

2.3.4 The Technical proposal shall provide the following information;

- a) The individual consultants CV and a brief of any recent experience of assignment of a similar nature. For each assignment the brief should indicate the profiles of staff involved, contract amount and the individual consultant's involvement.
- b) Any comments or suggestions on the Terms of Reference and a list of service and facilities requested to be provided KNEB.
- c) A description of the methodology and work plan for performing the proposed assignment.
- d) Any additional information requested in the special conditions of contract.

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

2.4 Financial proposal

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

quoted in fees per day or month. The financial proposal may also include other costs as necessary, which will be considered as reimbursables.

2.4.2 The Financial proposal should include the payable taxes.

2.4.3 The fees shall be expressed in Kenya Shillings.

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

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

2.5 Submission, Receipt and opening of proposals

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

2.5.2 For each proposal the individual consultants shall prepare the proposals in the number of copies indicated in the special conditions of contract. Each Technical proposal and financial proposal shall be marked "ORIGINAL" or "COPY" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

2.5.3 The original and all copies of the Technical proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL", and the original and all copies of the financial proposal in a sealed envelope duly marked "FINANCIAL PROPOSAL". Both envelopes shall be placed in an outer envelope and sealed. This outer envelope shall bear the procuring entities address and other information indicated in the appendix to the instructions to consultants and clearly marked "**DO NOT OPEN before (Wednesday, Tuesday 2nd August, 2016 at 11.00 am** local time.

2.5.4 The completed Technical and Financial proposals must be delivered at the submission address on or before the time and date of the submission of the proposals indicated in the appendix to the instructions to consultants. Any proposals received later than the closing date for submission of proposals shall be rejected and return to the individual consultant unopened. For this purpose the inner envelope containing the technical and financial proposals will bear the address of the individual consultant submitting the proposals.

2.5.5 After the deadline for submission of proposals the outer envelope and the technical proposals shall be opened immediately by the opening committee. The financial proposals shall be marked with the individual consultants number allocated at the time of opening the outer envelope

and the technical proposals but shall remain sealed and in the custody of a responsible officer of KNEB up to the time set for opening them.

2.6 Evaluation of the Proposal (General)

2.6.1 From the time the proposals are opened to the time of the contract award, if any individual consultant wishes to contact KNEB on any matter relating to his/her proposal, he/ she should do so in writing at the address indicated in the appendix to the instructions to consultants. Any effort by an individual consultant to influence KNEB’s staff in the evaluation of proposals companion proposals or awards of contract may result in the rejection of the individual consultant proposal.

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

2.7 Evaluation of Technical Proposals

2.7.1 The evaluation committee appointed by KNEB to evaluate the proposals shall carry out the evaluation of technical proposals following the criteria set out in the terms of reference based on the following points criteria.

CRITERIA	POINTS
i. Specific experience of the consultant related to the assignment	30
ii. Adequacy of the proposed work plan and Methodology in responding to the terms of reference	30
iii. Qualifications and competence(relevant experience) of the key staff for the assignment.....	40
<hr/>	
TOTAL POINTS.....	100

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

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

2.8 Opening and Evaluation of Financial Proposals

2.8.1 After completion of the evaluation of Technical proposals KNEB shall notify the individual consultants whose proposal did not meet the minimum technical score or were declared non-responsive to the RFP and terms of reference. The notification will indicate that their financial

proposals shall not be opened and will be returned to them unopened after the completion of the selection process and contract award. At the same time, KNEB shall simultaneously notify the consultants who have secured the minimum technical score that they have passed the technical qualifications and inform them the date and time set by KNEB for opening their financial proposal. They will also be invited to attend the opening ceremony if they wish to do so.

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

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

$S_f = 100 \times \frac{f_m}{f}$ where
S_f is the financial score
F_m is the lowest fees quoted and
F is the fees of the proposal under consideration.

The lowest fees quoted will be allocated the maximum score of 100

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

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

Where

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

St is the technical score

Sf is the financial score

T is the weight given to the technical proposal and

P is the weight given to the financial proposal

Note P + T will be equal to 100%

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

2.9 Negotiations

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

2.9.2 The negotiations will include a discussion on the technical proposals, the proposed methodology and work plan, staff and any suggestions made by the individual consultant to improve the Terms of reference. The agreed work plan and Terms of reference will be incorporated in the description of the service or assignment and form part of the contract.

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

2.10 Award of Contract

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

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

2.11 Confidentiality

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

SECTION III: TERMS OF REFERENCE (TOR)

Kenya Nuclear Electricity Board (KNEB) is a state corporation established under the Kenya Nuclear Electricity Board Order 2012 pursuant to the provisions of the State Corporations Act, Cap 446 of the Laws of Kenya. KNEB's primary function is to promote and expedite the development of nuclear electricity in Kenya.

The national electricity demand is projected to increase significantly in the near future as Kenya gears towards a middle income economy. Kenya's development blueprint, The Vision 2030, has identified energy as a key driver for sustainable growth. The energy sector is expected to provide adequate, affordable and reliable supply of energy to meet the development needs of the country.

Kenya's Least Cost Power Development Plan projects a peak power demand of over 22,900MW in 2031 as a result of the rapidly increasing use of electricity for industrial, commercial and household use. This has called for the need to enhance and diversify national power generation and supply by identifying new generation and supply sources with a resultant challenge to produce energy that is affordable, reliable clean and sustainable. Nuclear energy provides such an option as it is most viable for base load operation, is efficient and most importantly, reliable. It is projected that as at 2031, nuclear energy shall be contributing a total of 4,000MW into the national grid.

KNEB now invites eligible and qualified firms/consultants to express their interest in carrying out Strategic Environmental Assessment (SEA) as per Environmental (Impact Assessment and Audit) Regulations of 2003. The SEA will be conducted to present strategic recommendations for the nuclear power programme that are key in this initial decision making and planning stage in order to ensure people and environment are protected. The SEA will assist Kenya systematically and comprehensively address the unique environmental issues of nuclear power plant operation. This SEA will be based on the Strategic Plan for a Nuclear Power Programme in Kenya and any other relevant information available.

Nuclear power is seen as the technology of choice for satisfying future electricity demand since it ensures safe and reliable electricity production at a reasonable and competitive price, while providing independence from fossil fuel and associated price fluctuations. Uranium fuel represents relatively small fraction of the total cost of nuclear plants' electricity production. As a result electricity production costs from nuclear plants are not as volatile compared to fossil-fuel based plants. Electricity generation from nuclear produces almost zero emissions. Meeting the increasing demand for electricity in the coming decades will require a mix of energy resources which emit low levels of CO₂ or none at all, including nuclear power in an increasingly predominant role.

However nuclear power has unique characteristics that affect the environment such as accidental radiological releases; radioactive waste and spent fuel management; thermal and chemical releases of a higher level; complexity in the amount of land and time required for construction, the distance of cooling water intake, requirements for heavy haul roads, the international interest and quality assurance requirements; and decommissioning. These issues should be analyzed comprehensively in the context of Kenya's environment.

The International Atomic Energy Agency (IAEA) Safety Fundamentals, Principle 7 on protection of present and future generations states that *'People and the*

environment, present and future, must be protected against radiation risks'. This principle is in consideration that radiation risks may transcend national borders and may persist for long periods of time. Therefore the possible consequences of current actions have to be taken into account and subsequent generations have to be adequately protected without any need for them to take significant protective actions. By conducting the SEA this principle will be applied in this initial stage of nuclear power programme planning.

The main objective of this consultancy will be to conduct strategic environmental assessment of Kenya's Nuclear Power Programme in order to determine the environmental impacts of this plan and the mitigation of these impacts. Other objectives are as follows:

- a) To ensure sustainable use of natural resources in the implementation of the nuclear power programme.
- b) To devise mechanisms to ensure enhanced protection and conservation of biodiversity, natural environment and built environment in the activities of the programme.
- c) To ensure integration of socio-economic and environmental factors in the nuclear power programme.
- d) To ensure public/stakeholder participation in the decision making process for Kenya's nuclear power programme.

The broad scope of the work is to carry out SEA for Kenya's Nuclear Power Programme. Specifically, the consultant will undertake the following activities through consultation and workshops with interested parties. All Reports will be submitted to NEMA.

- i. Identify key economic, social and ecological issues regarding Kenya's Nuclear Power Programme.
- ii. Draft list of key environmental issues associated with Kenya's Nuclear Power Programme.
- iii. Assess the likely impact on the ecological systems resulting from constructing and operating a nuclear power plant.

Task 1: Prepare the scoping report

The specific tasks of the SEA Team would be to:

- a. Define the level/tier at which the SEA will take place;
- b. Define the boundaries of any required further assessment in terms of time, space, and subject matter;
- c. Identify which sector(s) (& which other PPPs) to cover;
- d. Further Identify PPP objectives;
- e. Identify the possible effects of the PPP on the environment;
- f. Identify the possible effects on people and property due to environmental changes;
- g. Identify important issues/problems that will need to be studied in detail;
- h. Screen out issues that are less important at this stage (and justify the scoping methodology and why some impacts are excluded)
- i. Carry out stakeholder engagement - Inform potentially affected stakeholders about the PPP; Organize, focus, & communicate the potential impacts and concerns; Understand the values held by stakeholders about the quality of the environment that might be affected by the PPP; Evaluate concerns & determine how/whether to pursue them further; Determine who should be involved in the SEA (including agencies that have

various decision-making mandates within the PPP's and the SEA study's spatial boundaries); Determine consultation procedures and finalize the stakeholder engagement plan;

- j. Analyze the policy and legal framework;
- k. Identify SEA objectives with suitable indicators and criteria for the assessment;
- l. Identify analytical methods & data needs;
- m. Identify reasonable alternatives;
- n. Provide the monitoring and evaluation plan and the methodology to be used.

Task 2: Submit the Scoping Report to NEMA

The SEA team will submit three (3) copies of the scoping report to NEMA and follow up the review process.

Task 3: Carry out detailed SEA study

Upon approval of the ToR, the SEA team will be required to undertake a detailed SEA study for the Nuclear Power Programme. This shall include the following:

I. Baseline data collection

The SEA team will collect additional baseline data which should reflect the objectives and indicators identified in the scoping report and it should cover the:

- a. *Physical environment*, including PPP-relevant aspects of: climate, air quality, water resources and water quality, noise, topography, soils, geology, hydrology, and risks of natural disasters.
- b. *Biological environment*, including PPP-relevant aspects of: biodiversity, ecology and nature conservation (including endangered species, protected ecosystems, habitats, species of commercial importance, and invasive species and their impacts).
- c. *Socio-cultural and socio-economic conditions and human health*, including PPP-relevant aspects of: archeology, cultural heritage, landscape, recreational activities, human health, social-economic aspects, resource use (including land and water use), transportation, infrastructure, agricultural development, and tourism.

II. Carrying out situation analysis

The SEA team shall interpret the environmental baseline data collected to understand the status quo / existing environment and to identify the trends, and environmental opportunities and constraints in relation to the proposed PPP.

III. Identify and predict impacts and evaluate their significance

The SEA team will identify all the possible impacts associated with the proposed PPP and determine their level of significance.

IV. Compare alternatives

The alternatives will be compared to identify the preferred and to eliminate unacceptable alternatives. The comparative evaluation of alternatives will highlight potential irreversible effects or irreplaceable loss of natural capital, as well as risks to social and ecological systems. To achieve this, the SEA will be required to develop scenarios which will focus on:

- a. Identification of the strategic issues associated with the PPP (i.e., identify the critical success factors and key concerns);
- b. Representation of the current state of the environment (e.g., levels of environmental quality);
- c. Description of the key driving forces and what is inevitable given the driving forces;
- d. Identification of key uncertainties that could determine a different evolution of the future;
- e. Outlining possible futures (given the key driving forces & uncertainties);

The ‘*worst case*’ and the ‘*do-nothing*’ scenarios should be identified to serve as benchmarks for the above evaluation. Options and alternatives that are illegal, ridiculous, not feasible, or unacceptable to society need to be eliminated. The SEA should focus on evaluating feasible, reasonable options and alternatives that work towards making the desired PPP a reality.

V. Identifying Measures to Enhance Opportunities and Mitigate Adverse Impacts

SEA aims to enhance the positive opportunities and to minimize any negative risks of the PPP. The positive opportunities will generally promote the achievement of the Millennium Development Goals and other positive development goals and objectives. The aim is to develop “win-win” situations where multiple, mutually reinforcing gains can strengthen the economic base, provide equitable conditions for all, and protect and enhance the environment. Where this is not possible, trade-offs must be clearly documented to guide decision makers. The SEA team will therefore be expected to Identify Measures to Enhance Opportunities and Mitigate Adverse Impacts.

Task 4: Quality Assurance of the Draft SEA Reports

Before submitting the Draft SEA reports to NEMA, the SEA team shall ensure quality assurance of the SEA using the same checklists as the internal and external reviewers will use.

Task 5: Submit Draft SEA Reports to NEMA

The SEA team will submit ten (10) hard copies and one (1) electronic copy for each of the Draft SEA Report (with non-technical summary) to NEMA, along with the SEA Submission Form 17 r42.

Task 6: Facilitate Public Review

Upon submission of the Draft SEA Reports to NEMA, the SEA team shall ensure that KNEB publishes two notices regarding the Draft SEA Report, each one week apart in both the Kenya Gazette and a newspaper with a nationwide circulation.

Task 7: Participate in the Final Review of the Draft SEA Reports

The SEA team will be expected to participate in the final review of the Draft SEA Report organized by NEMA in order to note down all the comments.

Task 8: Review the Draft SEA Reports

The SEA team will review the draft SEA Reports based on the stakeholder comments received during final review of the report.

Task 9: Facilitate a Validation Workshop

The SEA team will be expected to facilitate and hold a validation workshop (s) in coordination with NEMA and KNEB to engage key stakeholders in reviewing and validating the corrected SEA Reports.

Task 10: Prepare the Final SEA Reports

The SEA experts will prepare the Final SEA Report, incorporating all stakeholder comments from the validation workshop and ensure that it is endorsed by KNEB.

Task 11: Submit Final SEA Reports to NEMA

The SEA team shall submit, on behalf of KNEB five (5) hard copies and one (1) electronic copy of the Final SEA Report to NEMA along with the SEA Submission Form 17 r42.

Task 12: Obtain approval of the SEA Reports

The SEA team shall follow up decision making process by NEMA and obtain approval on behalf of KNEB.

METHODOLOGY

Standard SEA techniques will be used including site reconnaissance, use of checklists, matrices, map overlays, case comparisons, literature review, policy and legal framework review and stakeholder consultations in order to satisfy the Terms of Reference.

SEA STUDY TEAM

A multidisciplinary team under the leadership of a SEA Expert registered and licensed with NEMA will be required to conduct the SEA study. Detailed CVs and NEMA registration certificates for the team will be availed for scrutiny by KNEB.

EXPECTED OUTPUTS

The expected outputs will include the following:

- i. Scoping Reports.
- ii. A Draft SEA Report.
- iii. Final SEA Report.
- iv. NEMA approval

D: TIMING AND REPORTING REQUIREMENTS

The assignment up to the end of Validation workshops for the Strategic Assessment Reports is expected to take 24 weeks. The Consultant shall provide qualified staff with relevant experience of not less than 8 years in carrying out SEA for the Team Leader and at least 5 years for the additional core staff:

Consultant Personnel

Professional Specialization	Minimum Years of Experience in Specialization
Lead Assessor / SEA Specialist	10

Team members	8
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The qualified firm must be registered by NEMA for carrying out such assignments, and shall show proof of having carried out three (3) Strategic Environment Assessments. The Consultant shall be required to prepare and submit the following reports to NEMA and KNEB.

i. Scoping Report

The Consultant shall complete the final copy of the scoping report six (6) weeks after start of the assignment.

ii. NEMA Approval

The Consultant shall get NEMA approval for the scoping report two (2) week after submission and complete the field work/stakeholder consultation by the fourteenth (16) week after signing of the contract.

iii. Draft SEA reports

The Consultant shall provide Two (2) copies of the draft SEA reports for Kenya's Nuclear Power programme by end of Week sixteen (16) after signing of the contract

iv. Final SEA Report

The Consultant shall provide twelve copies (12) copies of the final SEA report by Week twenty (20) after commencement of works.

v. Validation Workshops

The Consultant shall facilitate the SEA validation works after NEMA gives the go ahead after review of the report.

E: FACILITIES AND COUNTERPART PERSONNEL TO BE PROVIDED BY THE CLIENT

The Client will provide the Consultant with counterpart and liaison staff.

F: IMPROVEMENT OF TORs

The Consultant may offer suggestions and improvements in the Terms of Reference, which he considers would result in better implementation of the project. Such proposals when accepted will form part of the Terms of Reference of the proposals submitted by the consultant. The effect on the time and cost estimates given under the above clause shall be clearly identified.

- o. Identify which sector(s) (& which other PPPs) to cover;
- p. Further Identify PPP objectives;
- q. Identify the possible effects of the PPP on the environment;
- r. Identify the possible effects on people and property due to environmental changes;
- s. Identify important issues/problems that will need to be studied in detail;
- t. Screen out issues that are less important at this stage (and justify the scoping methodology and why some impacts are excluded)

- u. Carry out stakeholder engagement - Inform potentially affected stakeholders about the PPP; Organize, focus, & communicate the potential impacts and concerns; Understand the values held by stakeholders about the quality of the environment that might be affected by the PPP; Evaluate concerns & determine how/whether to pursue them further; Determine who should be involved in the SEA (including agencies that have various decision-making mandates within the PPP's and the SEA study's spatial boundaries); Determine consultation procedures and finalize the stakeholder engagement plan;
- v. Analyze the policy and legal framework;
- w. Identify SEA objectives with suitable indicators and criteria for the assessment;
- x. Identify analytical methods & data needs;
- y. Identify reasonable alternatives;
- z. Provide the monitoring and evaluation plan and the methodology to be used.

To be eligible, the firms/consultants must meet the following minimum criteria:

- a) Provide statutory registration documents i.e Copies of PIN, VAT Reg., Cert. of Incorporation/Reg., Tax clearance certificate where applicable.
- b) The Lead consultant must possess a degree in environmental field or relevant field in environmental management, a Master's degree in the same field will be an added advantage.
- c) Provide detailed company profile including CVs of lead consultant and other key personnel. Physical address and Telephone contacts should be provided.
- d) The Firm or individual consultant must be registered by the National Environment and Management Authority to carry out Environmental Impact Assessment and Environmental Audits in Kenya.
- e) Must demonstrate experience and proof of having carried out similar task for large environmental resource management projects.
- f) Must be familiar with environmental management policies and practices in Kenya.
- g) Must have experience in carrying out stakeholders consultations.
- h) Capacity to conduct training that will facilitate and enhance technology transfer and sharing of best practices as the subject is a new area in Kenya.
- i) Capacity to include decommissioning aspects in the SEA with wastes management critical.
- j) Capacity to have inclusivity and expertise in the area of policy formulation concomitant with legal framework and attendant legislations in the subject area.

- k) Company or consortium with capacity to conduct meaningful measurements especially for environmental baseline information and data.
- l) Capacity for Environmental, Occupational Health and Safety necessary. May require an expert or to display expertise in this area.

SECTION IV-TECHNICAL PROPOSAL (TP)

2.4. The Tender Document

The technical proposal shall be prepared and submitted by the consultants.

It shall contain the following:-

- (a) Submission letter
- (b) Particulars of the consultant including Curriculum vitae (CV)
- (c) Comments and suggestions of the consultant on the terms of reference, personnel, facility and other requirements to be provided by the procuring entity.
- (d) Description of the methodology and work plan for performing the assignment.
- (e) Any proposed staff to assist in the assignment
- (f) Consultancy services activities times' schedule.

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

2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender Document may notify KNEB in writing or by post at the Entity's address indicated in the Invitation to Tender. KNEB will respond in writing to any request for clarification of the tender documents, which it receives not later than three (3) days prior to the deadline for the submission of tenders, prescribed by KNEB. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

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

2.6 Amendment of Documents

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

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

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

2.7 **Language of Tender**

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

2.8 **Documents Comprising of Tender**

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

- (a) A Tender Form and a Price Schedule.
- (b) A documentary evidence that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) A documentary evidence that services to be supplied by the tenderer are eligible services and conform to the tender documents; and
- (d) A tender security

2.9 **Tender Forms**

2.9.1 The tenderer shall complete the Tender

2.10 **Tender Prices**

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the services it proposes to supply under the contract.

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.4 The validity period of the tender shall be 120 days from the date of opening of the tender.

2.10.5 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount of 10% of the tender sum.

2.11 Tender Currencies

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

2.12 Tenderers Eligibility and Qualifications

2.12.1 Pursuant to paragraph 2.1. The tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to KNEB's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to KNEB's satisfaction;

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

2.13 Services Eligibility and Conformity to Tender Documents

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all services which the tenderer proposes to supply under the contract

- (a) a clause-by-clause commentary on KNEB's Technical Specifications demonstrating substantial responsiveness of the services and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.2 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in this tender document.

2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.

2.14.3 The tender security is required to protect KNEB against the risk of Tenderer's conduct which would warrant the security's forfeiture.

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

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by KNEB as non-responsive.

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

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract.

2.14.8 The tender security may be forfeited:

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

2.15 Validity of Tenders

2.15.1 Tenders shall remain valid for 120 days or as specified in the Invitation to Tender after the date of tender opening prescribed by KNEB, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by KNEB as non-responsive.

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

2.16 Format and Signing of Tender

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

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

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

2.17 Sealing and Marking of Tenders

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

2.17.2 The inner and outer envelopes shall:

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

(b) bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE," (**Wednesday, Tuesday 2nd August, 2016 at 11.00 am** local time

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

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

2.18 **Deadline for Submission of Tenders**

2.18.1 Tenders must be received by KNEB at the address specified under paragraph 2.17.2 no later than Wednesday, Tuesday 2nd August, 2016 at 11.00 am local time.

2.18.2 KNEB may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6,

2.18.3 in which case all rights and obligations of KNEB and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 **Modification and Withdrawal of Tenders**

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

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

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

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

2.19.5 KNEB may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.19.6 KNEB shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.20 **Opening of Tenders**

2.20.1 KNEB will open all tenders in the presence of tenderers' representatives who choose to attend, at (*time, day and date of closing*) and in the location specified in the Invitation to Tender.

The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as KNEB, at its discretion, may consider appropriate, will be announced at the opening.

2.20.3 KNEB will prepare minutes of the tender opening.

2.21 Clarification of Tenders

2.21.1 To assist in the examination, evaluation and comparison of tenders KNEB may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.21.2 Any effort by the tenderer to influence KNEB in KNEB's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination

2.22.1 KNEB will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail

2.22.3 KNEB may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.

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

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

2.23 Conversion to Single Currency

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

2.24 Evaluation and Comparison of Tenders

- 2.24.1 KNEB will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22
- 2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 2.24.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Preference

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

2.26 Contacting KNEB

- 2.26.1 Subject to paragraph 2.21 no tenderer shall contact KNEB on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.26.2 Any effort by a tenderer to influence KNEB in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.27 Award of Contract

(a) Post-qualification

- 2.27.1 In the absence of pre-qualification, KNEB will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as KNEB deems necessary and appropriate.

2.27.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event KNEB will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) **Award Criteria**

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

2.27.5 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount of 10% of the tender sum..

Tenders

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

2.28 Notification of Award

2.28.1 Prior to the expiration of the period of tender validity, KNEB will notify the successful tenderer in writing that its tender has been accepted.

2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.28.3 Upon the successful Tenderer's furnishing of the KNEB will promptly notify each unsuccessful Tenderer and will discharge its tender security.

2.29 Signing of Contract

2.29.1 At the same time as KNEB notifies the successful tenderer that its tender has been accepted, KNEB will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

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

2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to KNEB.

2.30

2.30.1 Within Thirty (30) days of the receipt of notification of award from KNEB, the successful tenderer shall furnish KNEB in accordance with the Conditions of Contract, in the Form provided in the tender documents, or in another form acceptable to KNEB.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event KNEB may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

2.31.1 KNEB requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of KNEB, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive KNEB of the benefits of free and open competition.

2.31.2 KNEB will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

3.2

3.3.2 The origin of Service is distinct from the nationality of the tenderer.

3.4 Standards

3.4.1 The Services supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.5 Use of Contract Documents and Information

3.5.1 The tenderer shall not, without KNEB’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of KNEB in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

- 3.5.2 The tenderer shall not, without KNEB's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above
- 3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of KNEB and shall be returned (all copies) to KNEB on completion of the Tenderer's performance under the Contract if so required by KNEB.
- 3.6.1 The tenderer shall indemnify KNEB against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Services or any part thereof in KNEB's country.
- 3.7
- 3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to KNEB the in the amount specified in Special Conditions of Contract.
- 3.7.2 The proceeds of the shall be payable to KNEB as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.7.3 The shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to KNEB and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to KNEB, in the form provided in the tender documents.
- 3.7.4 The will be discharged by KNEB and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

3.18 Resolution of Disputes

- 3.18.1 KNEB and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract
- 3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

SECTION V- FINANCIAL PROPOSAL (FP)

Notes on the Preparation Financial Proposal

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

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

SECTION VI -

PRICE SCHEDULE FOR SERVICES

Name of tenderer _____ Tender Number _____ Page _____
_____ of _____

1	2	3	4	5	6	7
Item	Description	Country of origin	Quantity	Unit price	Total Price EXW per item (cols. 4x5)	Unit price of other incidental services payable

Signature of tenderer _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

SECTION VII. STANDARD FORMS

(A) TECHNICAL PROPOSAL SUBMISSION FORM

[_____ *Date*]

To: _____ [*Name and address of Client*]

Ladies/Gentlemen:

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

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

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

We remain,

Yours sincerely,

_____ [*Authorized Signature*]:

_____ [*Name and Title of Signatory*]

_____ [*Name of Firm*]

_____ [*Address:*]

(B) **FORM OF TENDER**

Date _____

Tender No. _____

To: _____

[name and address of KNEB]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda

Nos. *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (..... *(insert equipment description)* in conformity with the said tender documents for the sum of

..... *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract , in the form prescribed by
.....(*KNEB*).

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

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

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

(C)FIRM’S REFERENCES

**Relevant Services Carried Out in the Last Five Years
That Best Illustrate Qualifications**

Using the format below, provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted.

Assignment Name: _____ Country _____

Location within Country: _____ Professional Staff provided by Your _____

Firm/Entity(profiles): _____

Name of Client: _____ Clients contact person for the assignment. _____

Address: _____

No of Staff-Months; Duration of _____

Assignment: _____

Start Date (Month/Year): Completion Date Approx. Value of Services (Kshs)
(Month/Year): _____

Name of Associated Consultants. If any: _____

No of Months of Professional _____

Staff provided by Associated Consultants: _____

Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and
Functions Performed: _____

Narrative Description of project: _____

Description of Actual Services Provided by Your Staff: _____

Firm’s Name: _____

Name and title of signatory; _____

(D) COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT.

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services and facilities to be provided by the Client:

- 1.
- 2.
- 3.
- 4.
- 5.

(D) DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

(E)TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2.Support Staff

Name	Position	Task

(F) FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned:

Key Qualifications:

[Give an outline of staff member’s experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

_____ Date:

[Signature of staff member]

Date; _____

[Signature of authorized representative of the firm]

Full name of staff member: _____

Full name of authorized representative:

(H) TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Months (in the Form of a Bar Chart)

Name	Position	Reports Due/ Activities	Months (in the Form of a Bar Chart)												Number of months		
			1	2	3	4	5	6	7	8	9	10	11	12			

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

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

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

(b) Completion and Submission of Reports

Reports	Date
1. Inception Report	
2. Interim Progress Report	
3. Draft Final Report	
4. Final Report	

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business

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

Part 1 – General:

Business Name

Location of business premises.

Plot No.....Street/Road

Postal Address

Tel No.

Fax.....E-mail

Nature of Business

Registration Certificate No.(Attach

Copy) Maximum value of business which you can handle at any one time –

Kshs.

Name of your bankers

Branch

KRA Tax Compliance Certificate.....(Attach

copy) Business Permit No.....

(Attach copy)

Part 2 (a) – Sole Proprietor

Your name in full Age

Nationality Country of origin

Citizenship details

Part 2 (b) Partnership

Given details of partners as follows:

Name	Nationality	Citizenship Details	Shares
1.
2.
3.

4.

Part 2 (c) – Registered Company

Private

or

Public

State the nominal and issued capital of company-

Nominal Kshs.

Issued Kshs.

Given details of all directors as follows

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

1.

2.

3.

4.

5.

Date Signature of Candidate

If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration.

TENDER SECURITY FORM

Whereas[name of the tenderer]

(hereinafter called “the tenderer”) has submitted its tender dated [date of submission of tender] for the

supply, installation and commissioning of [name and/or description of the equipment] (hereinafter called “the Tender”)

..... KNOW ALL PEOPLE by these presents that WE of having our registered office at (hereinafter called “the Bank”), are bound unto [name of KNEB} (hereinafter called “the Procuring entity”) in the sum of for which payment well and truly to be made to the said KNEB, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this day of 20

THE CONDITIONS of this obligation are:-

- 1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
(a) fails or refuses to execute the Contract Form, if required; or
(b) fails or refuses to furnish the in accordance with the Instructions to tenderers;

We undertake to pay to KNEB up to the above amount upon receipt of its first written demand, without KNEB having to substantiate its demand, provided that in its demand KNEB will

note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank] _____
(Amend accordingly if provided by Insurance Company)

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____

between [*name of Procurement entity*] of [*country of Procurement entity*] (hereinafter called “KNEB) of the one part and [*name of tenderer*] of [*city and country of tenderer*] (hereinafter called “the tenderer”) of the other part;

WHEREAS KNEB invited tenders for certain services] and has accepted a tender by the tenderer for the supply of those services in the sum of [*contract price in words and figures*] (hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

- (a) the Tender Form and the Price Schedule submitted by the tenderer
- (b) the Schedule of Requirements
- (c) the Technical Specifications
- (d) the General Conditions of Contract
- (e) the Special Conditions of contract; and
- (f) KNEB’s Notification of Award

3. In consideration of the payments to be made by KNEB to the tenderer as hereinafter mentioned, the tender hereby covenants with KNEB to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. KNEB hereby covenants to pay the tenderer in consideration of the provisions of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring entity

Signed, sealed, delivered by _____ the _____ (for the tenderer
in the presence of _____
(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To

[name of KNEB]

WHEREAS *[name of tenderer]* (hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No. _____ *[reference number of the contract]* dated _____ 20 _____ to supply

..... *[description of services]* (hereinafter called “the Contract”).

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of

..... *[amount of the guarantee in words and figure]* and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20 ____

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To

[name of KNEB]

[name of tender]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment,

..... [name and address of tenderer](hereinafter called “the tenderer”) shall deposit with the

KNEB a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of [amount of guarantee in figures and words].

We, the [bank or financial institutions], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to KNEB on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding [amount of guarantee in figures and words]

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between KNEB and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until

..... [date].

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

LETTER OF NOTIFICATION OF AWARD

Address of KNEB

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER