



**THE DEPARTMENT OF HEALTH  
COUNTY GOVERNMENT OF KILIFI  
STANDARD REQUEST FOR PROPOSALS (RFP)**

**REQUEST FOR PROPOSALS TO PROVIDE CONSULTANCY SERVICES FOR  
INTERGRATED ENVIRONMENTAL AND SOCIAL IMPACT ASSESSMENT  
STUDY FOR PROPOSED KILIFI COUNTY HOSPITAL COMPLEX IN KILIFI  
TOWN, KILIFI COUNTY**

**TENDER REFERENCE NO. KCG/HOSP/758327/2019/2020**

**The Department of Health  
County Government of Kilifi  
Bofa Rd, Kilifi, Kenya**

**Email: [inforchiefsoffice@gmail.com](mailto:inforchiefsoffice@gmail.com)**

**November 26<sup>th</sup>, 2019**

**Tender Closing Date & Time: December 2019 at  
1000hrs (East Africa Time)**

## TABLE OF CONTENTS

INTRODUCTION .....	Page <b>3</b>
SECTION I - LETTER OF INVITATION .....	4
SECTION II - INFORMATION TO CONSULTANTS.....	5
SECTION III - TERMS OF REFERENCE.....	14
SECTION IV - TECHNICAL PROPOSAL.....	15
SECTION V - FINANCIAL PROPOSAL.....	16
SECTION VI - STANDARD FORMS .....	17

## **INTRODUCTION**

1. This standard Request for Quotations (SRQ) Consultancy and Design has been prepared for use by public entities in Kenya. It has been found necessary for selection of consultancy and Designers for small assignments as required by the Standard Request for Quotations Regulations.
2. This Standard Request for Quotations Consultancy and Design shall be used for such assignments by all procuring entities.
3. The general conditions of contract in the document should not be modified and instead the special conditions of the contract may where necessary be modified by the procuring entity, for use, to reflect the unique circumstances of the particular assignment.

**SECTION I- LETTER OF INVITATION**

**1.1 LETTER OF INVITATION**

**TENDER REF NO. TENDER NO. KCG/HOSP/758139/2019-2020**  
**TENDER NAME REQUEST FOR PROPOSALS TO PROVIDE**  
**CONSULTANCY SERVICES FOR INTERGRATED ENVIRONMENTAL AND**  
**SOCIAL IMPACT ASSESSMENT STUDY FOR PROPOSED KILIFI COUNTY**  
**HOSPITAL COMPLEX IN KILIFI TOWN, KILIFI COUNTY.,**  
**M/S .....**

- 1.1 The County Government of Kilifi invites sealed bids from eligible candidates for Request for proposals to provide consultancy services for integrated environmental and social impact assessment study for proposed Kilifi county hospital complex in Kilifi town, Kilifi county.
- 1.2 Interested firms may inspect and download the complete tender document free of charge from the County Government of Kilifi Website: [www.kilifi.go.ke](http://www.kilifi.go.ke) or Public Procurement Information Portal (PIIP).
- 1.3 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for (90) days from the closing date of the tender.
- 1.4 Completed tender documents MUST be uploaded on the IFMIS suppliers' portal, [suppliers.treasury.go.ke](http://suppliers.treasury.go.ke)
- 1.5 The procurement entity will unseal all tenders In the GOK Ifmis tender portal on 5<sup>th</sup> December, 2019 at 10.00am.

**HEAD, SUPPLY CHAIN MANAGEMENT SERVICES**

**FOR COUNTY SECRETARY AND HEAD OF PUBLIC SERVICE**

**DATED THIS: 20<sup>th</sup> November, 2019**

**SECTION II - INSTRUCTIONS TO CANDIDATES**

**Table of Contents**

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

## SECTION II - INFORMATION TO CANDIDATES

### 2.1 Introduction

- 2.1.1 The (*name of procuring entity*) will select a candidate among those invited to submit in accordance with the method of selection detailed under this section and consistent with the regulations.
- 2.1.2 The candidate 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 the procuring entity 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 candidate. In such a case the highest ranked candidate 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 candidate.
- 2.1.4 The candidates 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, candidates are encouraged to liase with the procuring entity regarding any information that they may require before submitting a quotation.
- 2.1.5 The client will provide the inputs and services specified in the special conditions of contract needed to assist the candidate to carry out the assignment.
- 2.1.6 The cost of preparing the proposal and negotiating the contract including any visit to the procuring entity are not reimbursable as a direct cost of the assignment. The procuring entity is not bound to accept any of the quotations submitted.
- 2.1.7 The procuring entity'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 Candidates may request clarification of any of the RFQ (C & D) 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 the procuring entity's address indicated in the special conditions of contract. The procuring entity 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 candidates 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 any candidate amend the RFQ (C&D). Any amendment shall be issued in writing, fax or email to all invited candidates and will be binding on them. The procuring entity may at its discretion extend the deadline for the submission of the quotations.

## **2.3 Preparation of Quotations**

- 2.3.1 The individual consultant's proposal shall be written in English language.
- 2.3.2 In preparing the Technical proposal, the candidates are expected to examine the documents consisting the RFQ (C&D) in detail. Material deficiencies in providing the information requested may result in rejection of a Quotation.
- 2.3.3 While preparing the Technical proposal, the candidate must give particular attention to the following:
- (a) If candidate considers that it does not have all the expertise required for the assignment it may suggest in the proposals other person(s) who will assist in the assignment but they will not be party to the contract for the purpose of the performance of the assignment. A candidate will not propose other candidates invited to submit quotations for the assignment. Any candidate in contravention of this requirement shall automatically be disqualified.

- (b) For all the staff who will be involved in the assignment a candidate must indicate their responsibility in the assignment and also the staff time as necessary.
- (c) The curriculum vitae (CV) of the staff proposed must be submitted with the quotation

2.3.4 The Technical proposal shall provide the following information;

- (a) the individual consultants CV and a brief of any recent experience of assignment of a similar nature. For each assignment the brief should indicate the profiles of staff involved, contract amount and the individual consultants involvement.
- (b) Any comments or suggestions on the Terms of Reference and a list of service and facilities requested to be provided by the procuring entity.
- (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 Quotation**

2.4.1 In preparing the financial quotation, the candidate is expected to take into account the time required in completing the assignment as outlined in the RFQ (C&D). The financial quotation will therefore be quoted in fees per day or month. The financial quotation may also include other costs as necessary, which will be considered as reimbursable. It will then give the total cost of the assignment.

2.4.2 The Financial quotation should include the payable taxes.

2.4.3 The fees shall be expressed in Kenya Shillings.

2.4.4 The Financial quotation must remain valid for 30 days after the submission date. During this period the candidate is expected to keep available at his own cost any staff proposed for the assignment. The procuring entity will make best efforts to complete negotiations within



this period. If the procuring entity wishes to extend the validity period of the quotation, the candidates who do not agree, have the right not to extend the validity of their quotations.

2.4.5 The financial quotation must comply with the law governing the profession of the candidate.

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

2.5.1 The technical proposal and the financial quotation (if required) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the candidates. Any such corrections must be initialed by the candidate.

2.5.2 For each quotation the candidates shall prepare the quotations in the number of copies indicated in the special conditions of contract. Each Technical proposal and Financial quotation shall be marked “ORIGINAL” or “COPY” as appropriate. If there are any discrepancies between the original and the copies of the quotation, 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 quotation in a sealed envelope duly marked “FINANCIAL QUOTATION. 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 candidates and clearly marked “DO NOT OPEN before (*day, date and time of submission of the quotation*)

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

2.5.5 After the deadline for submission of quotations the outer envelope and the technical quotations shall be opened immediately by the opening committee. The financial quotations shall be marked with the candidates number allocated at the time of opening the outer envelope and the technical proposals but shall remain sealed and in the custody of a responsible officer of the procuring entity up to the time set for opening it.

## 2.6 Evaluation of the Quotations (General)

2.6.1 From the time the quotations are opened to the time of the contract award, if any candidate wishes to contact the procuring entity on any matter relating to the quotation should do so in writing at the address indicated in the appendix to the instructions to candidates. Any effort by an candidate to influence the procuring entity's staff in the evaluation of quotation companion proposals or awards of contract may result in the rejection of the candidate quotation.

2.6.2 The Technical evaluation committee shall have no access to the Financial quotation, 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 the procuring entity to evaluate the quotations shall carry out the evaluation of technical proposals following the criteria set out in the terms of reference based on the following points criteria

	<u>CRITERIA</u>	<u>POINTS</u>	
(i)	Qualifications of Proposed staff	20	- 30
(ii)	specific experience of the proposed staff related to the assignment	10	- 30
(iii)	adequacy of methodology and work plan in response to the Terms of reference	<u>10</u>	<u>- 40</u>
	Total points	100	

2.7.2 Any quotation which will be examined and found not to comply with all the requirements for submission of the quotations will be declared non responsive. All the quotations found to have complied with all

the requirements for submission of quotation shall be declared responsive by the evaluation committee

2.7.3 Each responsive quotation 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 quotation will be returned to the individual consultant unopened.

2.7.4 The technical evaluation may be simplified where the assignment is not complex in which case merit points will not be used.

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

2.8.1 After completion of the evaluation of Technical proposals the procuring entity shall notify the candidates whose proposal did not meet the minimum technical score or were declared non responsive to the RFA (C&D) and terms of reference. The notification will indicate that their financial quotations 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, the procuring entity shall simultaneously notify the candidates who have secured the minimum technical score that they have passed the technical qualifications and inform them the date and time set by the procuring entity for opening their financial quotations. They will also be invited to attend the opening ceremony if they wish to do so.

2.8.2 The financial quotations shall be opened by the procuring entity in the presence of the candidates who choose to attend the opening. The name of the candidate, the technical score or the technical evaluation result and the proposed fees shall be read out aloud and recorded. The evaluation committee shall prepare minutes of the opening of the financial quotation.

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

$$Sf = 100 \times fm/f \text{ where}$$

Sf is the financial score  
Fm is the lowest fees quoted and  
F is the fees of the quotation under consideration.

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

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

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

Where

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

St is the technical score

Sf is the financial score

T is the weight given to the technical proposal and

P is the weight given to the financial quotation

Note P + T will be equal to 100%

The candidate 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 candidates. The purpose of the negotiations is for the procuring entity and the candidate 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 candidate to improve the Terms of reference. The agreed work plan and Terms of reference will be incorporated in the description of the service or assignment and form part of the contract.

2.9.3 The negotiations will be concluded with a review of the draft contract. If negotiations fail, the procuring entity will invite the candidate 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 the procuring entity will promptly notify the other candidates that they were unsuccessful and return the financial quotations of the candidates who did not pass technical evaluation.

2.10.2 The selected candidate is expected to commence the assignment on the date indicated in the appendix to the instructions to tenderers or any other date agreed with the procuring entity at the time of the contract award. Both parties will sign the contract.

## **2.11 Confidentiality**

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.14.1	The tender security shall be <b>Kshs. 100,000.00</b> (Kshs. One Hundred Thousand only) in the form of a bank guarantee from a reputable bank or a Financial Institution approved by PPRA
2.18	The closing date for the tender shall be <i>5<sup>th</sup> December, 2019</i> at 10:30hours
2.24	<p><b><u>EVALUATION CRITERIA</u></b>  <b><u>PRELIMINARY EVALUATION</u></b>  <b><u>(i). MANDATORY REQUIREMENTS</u></b></p> <p>The bidder <b>MUST</b> provide the following documents: -</p> <p>The tenderer shall provide the following mandatory requirements (failure to submit the mandatory requirements will lead to disqualification from the tender process – preliminary evaluation)</p> <ol style="list-style-type: none"> <li>a. Certified copy of Valid Tax Compliance Certificate (TCC).</li> <li>b. Certified copy of Registration certificate/ Certificate of incorporation</li> <li>c. Certified copy of Single Business Permit from Kilifi County Government.</li> <li>d. Certified copy of VAT and PIN certificates</li> <li>e. Copy of valid certificate of registration as an EIA/EA Expert from NEMA for the firm and its lead expert</li> <li>f. Copy of valid Certificate of Registration with Environment Institute of Kenya for the Firm and its Lead Expert</li> <li>g. Copy of valid Practicing License from NEMA for the Firm and its Lead Expert</li> <li>h. Bid bond from only authorized institutions valid for 90 days from the date of closure of the tender</li> <li>i. Dully filled, signed and stamped form of tender</li> <li>j. Dully filled and stamped price schedule</li> <li>k. Dully filled, signed and stamped confidential business questionnaire</li> <li>l. Pagination/serialization of tender attachments</li> <li>m. Affidavit on bidder’s litigation history</li> </ol> <p>Particulars of eligible tenderers</p> <p>n) Tender Security of Kshs 100,000.00 in form of a Bank Guarantee drawn by a Bank licensed and operating in Kenya or a guarantee from an Insurance Company recognized by the Insurance Regulatory Authority (IRA) NB: For enterprises owned by Youth, Women and persons with Disability, a duly filled and signed Tender Securing Declaration Form in the format given in Section VII -Standard Forms and a certificate of registration with the National Treasury as a Special group, shall be provided in place of the tender security.</p>

ii) Technical Evaluation				
S/NO	DATA SCORE SHEET	Marks	FAIL	
1	<p><b>Firms experience</b>            The firm’s specific experience in provision of Environmental Impact Assessment and Audits. Bidders must attach company profile Years of experience in provision of similar services:            a) 1&lt; 2 year (2.5 marks)            b) 2&lt; 3 years (5 marks)            c) 3&lt; 4 years (7.5 marks)            d) Over 5 years (10 marks)            Past experience in provision of Environmental Impact Assessment and Initial Environmental Audits services in the last 5 years in construction: 1. Bidder to attach six (5no.) copies of EIA License and/or Acknowledgement Letters done by the Firm/Lead Expert for construction works with their contact details and reference contacts (5 Marks □ Each Copy (5 marks)            (The County Government of Kilifi will conduct background checks.)</p>	25		
B	<p><b>Key Personnel</b>            Demonstration of multi-disciplinary team in order to derive optimal study of environmental aspects from various perspectives. Give three (3no.) disciplines that are relevant to Construction sector (Bidder must enclose CVs and copies of certificates of the proposed team):  <b>Environmental specialist, Sociologist and Civil Engineer</b>  <b>Environmental specialist</b> who shall be team leader. The team leader must possess Masters degree in environmental law or its equivalent and be registered as an environmental impact assessment lead expert with the current practicing license;.            i. CV (2.5 marks)            ii. Certificate (2.5 marks)   <b>Sociologist with a minimum of a</b></p>	50		

		<p>Bachelor’s Degree in Sociology/Social Studies/Social Sciences from a recognized University. Proof of basic training on EIA/EA will be an added advantage</p> <ul style="list-style-type: none"> <li>i. CV (2.5 marks)</li> <li>ii. Certificate (2.5 marks)</li> </ul> <p><b>Civil Engineer with</b> A minimum of Bachelor’s Degree in Civil Engineering and registered by the Engineer’s Board of Kenya (EBK) as a Professional Engineer or have equivalent. Proof of basic training on EIA/EA will be an added advantage.</p> <ul style="list-style-type: none"> <li>i. CV (2.5 marks)</li> <li>ii. Certificate (2.5 marks)</li> </ul> <p>Suggested areas for improvement on terms of reference: <input type="checkbox"/> Each Suggestion (7 marks)</p>			
	C.	<p><b>ii) Adequacy of the proposed work plan and methodology in responding to the TOR</b></p> <ul style="list-style-type: none"> <li>a) Technical approach and methodology (10 marks)</li> <li>b) Project Plan (Gantt Chart) that clearly shows delivery timelines for carrying out of the Environmental Impact Assessment and submission to NEMA (10 marks)</li> <li>c) Organization and staffing (5 marks)</li> </ul>	25		
			100		



	Consideration for award will be to the technically responsive tenderer that has scored 70 marks or above in technical evaluation and quotes the lowest price (least overall price) amongst all technically responsive tenderers.
--	--

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

## **Notes on the preparation of Terms of Reference**

The terms of reference are the initial statement to the consultants, of the services to be performed and should therefore be clear and precise and should contain the following sections;

- (a) Background information
- (b) Objectives of the assignment
- (c) Scope of work or services of the assignment
- (d) Training requirements (where applicable)
- (e) Reporting systems and time schedules
- (f) Personnel, facilities and other requirements to be provided by the procuring entity and
- (g) Terms of payment

*(Specific TOR to be prepared by the procuring entity as appropriate)*

### **CONSULTANCY SERVICES TERMS OF REFERENCE TO CONDUCT INTERGRATED ENVIRONMENTAL AND SOCIAL IMPACT ASSESSMENT STUDY FOR PROPOSED KILIFI COUNTY HOSPITAL COMPLEX IN KILIFI TOWN, KILIFI COUNTY**

#### **1.0. INTRODUCTION**

## **1.1 Overview**

County Government of Kilifi as one of the County governments in the Republic of Kenya , has initiated several development projects within its boundaries. These projects are commissioned with the aim of improving the general welfare of the inhabitants of Kilifi County. Whereas the end results of the projects have been generally good, there has been an outcry on the negative environmental impacts that the projects has been having during commissioning, project period and decommissioning. In order to properly manage environmental impacts associated with development projects, environmental impact assessment regulations of 2003 was developed and it required that projects that fall within Second Schedule of CAP 387 be subjected to assessment procedure.

## **1.2 BRIEF ABOUT THE PROJECT**

The County Government of Kilifi has planned to develop a hospital complex that shall be located next to the current Kilifi county Hospital. Kilifi County Hospital Complex will expand the current existing hospital facility. The proposed project to be developed is located off Hospital road in Kilifi County within the current Kilifi hospital facility . The site has existing structure such as current county hospital synonymous to former district hospital and the administrative offices. The new hospital complex is expected to have bed capacity of 180, will serve not only the people of Kilifi County but also the neighboring counties of Lamu, Tana river, Garisa and Mombasa. The proposed development is a positive social investment and is in line with the 2030 Kenyan vision to improve the overall livelihood of Kenyans by providing efficient and high quality health care systems with the best standards. The proposed project will also contribute to private-public sector initiative to boost the country's economic recovery and return the economy back to the envisioned medium term growth path whilst providing employment opportunities to the hospital workforce. The hospital is also envisioned to contribute to the Big 4 agenda as it will contribute to a healthy population with affordable and reliable medical care. The whole process shall be funded by the government of Kenya

### **1.2.1 PROJECT OBJECTIVE**

The project is geared towards expansion of the hospital in order to make quality healthcare more accessible to more people by:

1. Providing adequate parking spaces for clients, visitors and staff;
2. Providing more rooms for family outpatient and inpatient clinics, diagnostic, therapeutic centres and specialist referral Centers;
3. Provide specialized , accessible and affordable treatment to residents of Kilifi.
4. Providing a learning Centers within the hospital; and
5. Increase the capacity of the current Kilifi county hospital.

### **1.2.2 PROJECT DESCRIPTION**

**The project components:**

**Ground Floor** This shall have : Ambulance dropping lobby,3.-Receptions,3-Store/records ,4-Consultation rooms, Chemo-treatment room, Medical physicist room, 3-Control rooms, 2-TPS+server, Pet scanner room, FDG, Pet CT scanning,3-Cubicles, Hot

toilet, 2-MRIs ,Mould room, Workshop room, RT CT Scan pet,6-Changing rooms, 2-EBRT/LINAC, Server, Equipment room, Drug store, Nursing lounge, Nursing station, Minor theatre,3-Pharmacys, Sluice, Triage, 2-Treatment rooms, Observation room, Mammography room, Resuscitation room, Dressing/injection room, Plaster room, Lift lobby, Kitchenette, Receiving room, learning and sorting room, Staff lounge, Drying and parking area, 2-Air locks, Auto cleaving area, Dispatch area, Sterile store and Board room.

**First floor** shall consist of the following: Terrace, Waiting room ,Reception, Records, Server, Equipment store, Drug store, Nursing lounge,2-Nurse stations, Body holding room,3-Linen stores, Maintenance room, Sluice, Trolley area,3-Consultation rooms, Duty room, Terrace, Female surgical ward,2-Laboratories ,Doctor on call room, Nurse in charge room, Lab/assistant room, 2-Isolation rooms,6 -bed ICU,6 BED HDUs,2-Changing room ,2-Pharmacy ,2-Office ,Lift lobby, Male surgical ward, Board room, Terrace and Kitchenette

**Second floor** shall consist of the following: Waiting room, Reception, Server, Patient recovery,4-Operation theatres ,2-Sluices,2-sterilizations ,Linen store, Doctors office,5-Offices,3-Receiving rooms, Patients entry, Operation theatre, Equipment rooms,2-Pharmacies, Lift lobby, Kitchenette and Board room.

**The third floor** shall consist of: waiting room, reception ,records stores, server room, bed lift, equipment room, drug store, nurse lounge, nurse station, body holding area, maintenance room,3-linen stores ,sluice, trolley washing area,2-consultation rooms, duty room, female surgical ward,2-laboratories,doctor on call room, worse office, lab assistance, isolation room,6 bed ICUs,6-bed HDUs,2-changing room, isolation room, female surgical ward, lift lobby, kitchenette, reception, consultation room, linen store nurse station ,male surgical ward and a boardroom.

Other infrastructure shall include waste water treatment facility, parking and generator room.

## **2.0 RATIONALE FOR INTERGRATED ENVIRONMENTAL AND SOCIAL IMPACT ASSESSMENT STUDY**

The project proposal falls under schedule II of CAP 367 laws of Kenya and classified as high risk proposal. It is therefore based on these information that the county government of Kilifi invites consultants to submit proposal for undertaking a **FULL STUDY** environmental and social impact assessment.

### **2.1 PURPOSE OF THE TASK AND SCOPE OF THE ASSIGNMENT**

The task involves undertaking the integrated environmental and social impact assessment, submission to National Environment Management Authority, Publication on the local dailies, radio station, Kenya gazette, Facilitate public participation and collection of public comments from the stakeholders, follow up with the relevant authorities and ensure that the project is **approved** by NEMA within the required timeline.

### **2.2 SPECIFIC TASKS FOR ENVIRONMENTAL AND SOCIAL IMPACT ASSESSMENT STUDY.**

In view to conduct a full study for proposed works, the consultant is expected to undertake the following.

1. Conduct scoping of the work which shall be conducted in accordance with the provision of Legal Notice No. 101; The Environmental (Impact Assessment And Audit) Regulations, 2003. The scoping report shall be submitted to NEMA for **approval** prior to conducting further studies.
2. Once the scoping report has been approved, the consult shall be expected to undertake the following.

*Task 1. Environmental Analysis.* Assess the environmental issues of the proposed hospital complex, including the access road and its use, site and surrounding environment. These should include assessment of traffic, noise, dust, odour, leachate, waste-water discharge, solid waste management, soil analysis, underground water analysis.

*Task 2. Description of the Proposed Project.* Precisely Describe the project, using information from any studies on site, site confirmation, preliminary design, and similar environmental conducted earlier.

*Task 3 Description of the Environment.* The Consultant is required to identify, obtain/collect, collate and present baseline information/data on the Environmental and socio-economic characteristics of the existing situation within the proposed site. This data will then be used to describe the status of the project sites before commencement of project implementation. This description should involve:-

- a) Physical Environment (topography, geology, climate and meteorology, social-economic activities, air quality, hydrology etc.).
- b) Biological environment (Flora types and diversity, endangered species, sensitive habitats etc.).
- c) Social and cultural environment including present and projected, where appropriate

(i.e. population, land use, planned development activities, community structure, employment and labour market, sources and distribution of income, cultural properties).

**NOTE:**

The Consultant will be expected to take relevant measurements and carry-out analysis where applicable to support the findings in (a), (b) & (c) above.

*Task 4 -- Legislative and Regulatory Considerations.* Applicable The national and county legislation and guidelines on development of similar in nature.

*Task 5 -- Determination of Potential Impacts of the Proposed Project.* Identify and describe all potential major environmental and social impacts from the proposed construction of hospital. This should cover construction phase, operation and decommissioning phase. In addition, the consultant is expected to analysis **Occupational Health and Safety Concerns** during construction, operation and decommissioning phase.

*Task 6. Analysis of Alternatives to the Proposed Project.* Describe alternatives of the projects were examined in the course of screening sites and conducting preliminary design and assessment of the proposed project. Compare the alternatives in terms of potential environmental impact (which are irreversible, unavoidable and which can be mitigated); capital and operation costs; sustainability under local conditions; and

institutional, training and monitoring requirements. To the extent possible, quantify costs and benefits of each alternative. The Consultant shall analyse the data using checklist, matrix, threshold limit, overlay or any other appropriate method. The analytical process will involve use of physical, sociocultural, mathematical, and economic models including an evaluation of costs and benefits. The models will require expert judgment for accurate predictions. In evaluating alternatives, emphasis shall be on the project location, design, technology, scale, or any other aspect that may be deemed significant

*Task 7 Development of Management Plan to Mitigate Negative Impacts.* Recommend feasible and cost-effective measures to prevent or reduce significant negative impacts to acceptable levels. Indicate the impacts and costs of those measures, and of the institutional and training requirements to implement them. Consider compensation to affected parties for impacts which cannot be mitigated. Prepare management plan (including budget estimate, staffing requirements and other necessary support) to implement the mitigating measures.

*Task 8. Identification of Institutional Needs to Implement Environmental Assessment Recommendations.* Review the institutional capacity to implement, manage and monitor (in the short term as well as in the long-term) the proposed hospital complex. Recommend, if necessary, institutional strengthening at all levels.

*Task 9.- Development of Monitoring and decommissioning plans.* Set up a monitoring plan for the proposed hospital complex. The monitoring plan shall make every effort to outline monitoring procedures and indicator parameters which are uncomplicated and inexpensive to conduct and easy to evaluate. The consultant is also expected to develop a decommissioning plan for the hospital complex.

*Task 10. Assist in Inter-Agency Coordination and Public Participation.* Prepare together with department of environment a meeting to which all relevant ministries and departments in are invited. Coordinate with social scientists to conduct local consultation and develop resettlement and compensation action plans. At this public participation meeting, present the project, the environmental and social issues related to the project and the responsibility, involvement and commitments of the relevant ministries and departments.

*Task 11. Development of Drafts study report* and submission department of environment for review.

*Task 12. Submission of final draft study report to NEMA*

*Task 13. Publication of the report* in two national dailies, Kenya gazettes, radio stations as may be directed by NEMA.

*Task 14. Respond to issues raised* by NEMA and ensure they are addressed in time and appropriately.

*Task 15.* Collect and deliver environmental clearance from NEMA to County Secretary, County Government of Kilifi.

### **3. APPROACH / METHODOLOGY**

Use of recognized methodologies and procedures for conducting Environmental Impact Assessment (EIA) is anticipated. The procedures typically involve the following steps :

- **Review** of relevant secondary data;

- **Field visits** to project site – briefing by the project team, training of project team involved in data collection, data collection (including meetings with various stakeholders), and debriefing after completion
- **Initial screening:** to determine whether the proposed intervention is likely to cause significant environmental effects;
- **Scoping;** to determine the major relevant environmental issues, how they will be addressed, depth of the study and the resources required.
- **Environmental assessment:** to determine the environmental consequences of the project, and the environmental protection measure which should be incorporated into its design, implementation and operation;
- **Review of environmental impact assessment results:** To use the results to incorporate appropriate environmental measures in project implementation plans;
- **Environmental monitoring;** Incorporation of environmental component within project monitoring framework to ensure adequacy of mitigation measures;
- Data analysis and preparation draft and final study report.

#### 4. EXPECTED DELIVERABLES.

- i. Work plan for the assignment.
- ii. Draft tools for data collection for review and approval before going to the field.
- iii. NEMA approved scoping report ‘TOR’ on the execution of the assignment within ONE (1) week of commencement of the consultancy. The document should be very precise and address the specific and should include: Executive summary (1-2); Methodology; limitations of the assignment and the way forward for the task. The aim of the preliminary report is to give a picture of the progress undertaken by the consultant and may inform any modification in the planned itinerary of the consultant for effective capture of data/ information.
- iv. FIRST Draft report of the study survey submitted to county department of environment within 7 days after the assignment; ONE soft copy only for review and comments.
  - v. Minutes and Attendance register of three (3) stakeholders meetings.
  - vi. PowerPoint presentations at the stakeholders in power point.
- vii. Final study report with findings and recommendation within 5 days after receiving comments from client and stakeholders ; in 3 hard copies and ONE soft copy
- viii. A folder of photos taken during the field work in electronic form (ONE CD).
- ix. The consultant to present the final reports to National Environmental Authority (NEMA) for consideration. A copy of referenced report with an acknowledgment receipt to be submitted to department of environment.
- x. An extract of the report adverts in two dailies, transcript of radio advert and copy of Kenya Gazette notice containing the advert as prescribed by NEMA.

- xi. Response of issues that may have been raised by the authority.
- xii. Final **approval** of the project proposal by National Environment Management Authority.

**NOTE:** Further works or revisions of the report may be required and if the final report does not meet the requirements of the TOR, it may not be accepted and the client will be at liberty to reject it with service provider bearing the liability.

## **5. RESPONSIBILITY WITH REGARDS TO ASSIGNMENT**

The consultant shall be responsible for all activities that leads to production of an approval from NEMA. The department of environment shall be responsible for identifying stakeholders and inviting them for the meetings and consultation; review and approval of the draft reports; provision of necessary documents as may be required by the consultant and general supervision of the entire exercise.

## **6. QUALIFICATIONS REQUIRED**

The consultant must present the following qualifications:

- i. Be registered as a firm in Kenya.
- ii. Have tax compliance certificate
- iii. The firm must have been registered as firm of Expert with the National Environment Management Authority and posses current environmental Impact Assessment **Practicing license** from NEMA.
- iv. It must have undertake three similar assignment in the last five years.
- v. The firm must submit three key personnel namely **Environmental specialist** who shall be team leader. The team leader must possess Masters degree in environmental law or its equivalent and be registered as an environmental impact assessment lead expert with the current practicing license; **Sociologist with a** minimum of a Bachelor's Degree in Sociology/Social Studies/Social Sciences from a recognized University. Proof of basic training on EIA/EA will be an added advantage. **Civil Engineer with** A minimum of Bachelor's Degree in Civil Engineering and registered by the Engineer's Board of Kenya (EBK) as a Professional Engineer or have equivalent. Proof of basic training on EIA/EA will be an added advantage. All the key staff must have 3 years' experience in similar assignment.
- vi. Provide Curriculum Vitae (CV) of the proposed Key Staff, signed by the respective Staff not earlier than the date of this invitation. In addition, the Curriculum Vitae shall bear the current telephone and postal addresses of the Staff.
- vii. Provide certificates and testimonials of the proposed Key Staff.
- viii. Experience in project having World Bank safeguards policies and related technical requirement will be added advantage.
- ix. Demonstrate analytical and report writing skills is required.
- x. Excellent, proven management and communication skills.



*NB: All Certification of documents shall be executed by a Commissioner of Oaths or Notaries Public. The Consultant have obligation to submit the necessary evidence of eligibility. Applicants who do not meet the minimum eligibility criteria shall not be considered.*

## **7. SUPERVISION.**

The chief officers for Environment in consultation with Chief officer of Medical Services shall appoint an Officer in the County conversant with the assignment as the supervisor. The consultant is expected to liaise with the supervisor on every activity she/he undertakes. The supervisor shall be expected to write a report to the chief officer on every activity undertaken stating whether the activity was satisfactory or not. The reports shall be the basis of writing a final certificate of completion.

## **8. TIME FRAME.**

The entire exercise is expected to take thirty days from the date of signing the contract agreement. The consultant is expected to present work plan seven days after signing of contract agreement.

## **9. PAYMENT TERMS**

All payment shall be made upon successful completion of the assignment.

## **10. EMPLOYER'S ADMINISTRATIVE COST**

The consultant shall allow for a Prime Cost Sum of Kshs 200,000 for the Client's Miscellaneous Account to be spent in whole or Part as directed by the Employer's Representative.

## **11. KEY CONTACTS AND REPORT:**

Chief Officer, Environment in the County Government Kilifi will be the contact point. The consultant should report to the chief officer after signing the contract. At Field level, the consultant(s) will be under supervision of the officer appointed accordingly.

## **12. GENERAL CONSIDERATIONS**

- (i) All documents prepared during the assignment will be property of county government of Kilifi.
- (ii) This assignment will not be sub-contracted to a third party by the consultant **WHATSOEVER.**
- (iii) In the event that additional time is required to complete the assignment, over and above that previously agreed to, without changing the scope of work, then it has to be agreed with county government in writing.
- (iv) Confidentiality of all the assignment will be assured at all times.

- (v) The work schedule may be staggered due to compelling reasons which both parties must assent to, in which case the number of working days will remain the same but actual work done on dates/days different from those indicated in the work plan. Such flexibility will not give rise to additional cost of the assignment on the side of county.
- (vi) The county government also reserves the right to amend or change or cancel the assignment at any time if there are compelling reasons to do so.

### **13. EXPRESSION OF INTEREST**

Any Consultancy firm interested in undertaking this task should send an expression of interest comprising:

- a. Technical proposal;** The technical proposal should briefly and clearly describe the following aspects; Understanding of the task, Technical aspect of the proposal, Methodology to be used, operational plan, and curriculum vitae (CV as an annex) of the person(s) to do the work and with contact details, proof of experience and capacity to discharge the assignment.
- b. Financial proposal:** The financial proposal/budget of the task should be broken down in details as follows: Consultancy fees, data processing and analysis and report production costs, associated costs and should be submitted in **KES** currency and shall remain valid for up to sixty (60) days from the day of submission.

**NB:** the company profile must be submitted with technical proposal. The costs of long meetings such as focus group discussions will be borne by consultant.

### **14. PRINCIPAL STATUTE GUIDING THE ASSESSMENT**

The assignment shall be done by strictly following relevant provision of Environmental Management and Coordination Act, 1999 and its attendant regulation (Legal Notice No 101 of 2003) that guides such exercise.

### **15. CONFIDENTIALITY:**

All the outputs - survey reports, data base, etc produced by this assignment will not be disseminated in part or whole without express authority from county government of Kilifi. Thus the consultant shall not produce in these materials in any form (electronic, hard copies, etc) to a third party without a written permission from county government of Kilifi.

### **HOW TO APPLY**

Interested firms should read and strictly follow the detailed Terms of Reference and submit both technical and financial proposals not later .....

## **SECTION IV - TECHNICAL PROPOSAL (TP)**

### **Notes on the Preparation of Technical Proposal**

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

It shall contain the following:-

- (a) Submission letter
- (b) Comments and suggestions of the consultant on the terms of reference, personnel, facility and other requirements to be provided by the procuring entity.
- (c) Description of the methodology and work plan for performing the assignment
- (d) The proposed key staff for the assignment
- (e) Consultancy services activities times schedule.

*(to be prepared by the candidate as appropriate)*

## **SECTION V- FINANCIAL QUOTATION (FQ)**

### **Notes on the Preparation Financial Quotation**

The financial quotation shall be prepared and submitted by the candidates. 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

*(to be prepared by the candidate as appropriate)*

**Suggested Itemized Cost-Estimate Format (Example)**

S/NO.	ITEM	UNIT	QUANTITY	RATE	AMOUNT
1	Professional fee.				
1.1	Team Leader/lead expert.				
1.2	Sociologist/public participation expert.				
1.3	Civil engineer				
....	Sub total professional fees.				
<b>2</b>	<b>Situational Analysis And Report Preparation</b>				
2.1	Site reconnaissance				
2.2	Stakeholders meetings	No.	3		
2.3	Baseline surveys	No.	2		
2.4	Local transport.	days			
2.5	Report preparation (scooping report)	No.	3		
2.6	Report preparation (first draft study report)	No.	3		
2.7	Report Preparation (final Draft)	No.	10		
3.	Advertisement				
3.1	Local dailies	No.	2		
3.2	Kenya Gazzete	No.	1		

3.3	Local radio station	No.	1		
3.4	Correspondence to issues raised.	No.	2		
3.5	Allow monitoring of EMP Compliance	No.			
3.6	Allow for administrative cost				
4	Other costs				
4.1	License follow up				
5	Profit margin				
6	Sub total				
7	Add contingency				
8	Add Value Added tax (16%)				
10	Grand total				

## **SECTION VI - STANDARD FORMS**

### **STANDARD CONTRACT FORM**

#### **CONSULTANCY/DESIGN (Lump-sum payment)**

The contract form shall be completed by the procuring entity after the award of the contract and negotiation of the contract. It will be signed by both parties pursuant to the information to Candidates clause 2.10.2

## **SECTION VI - STANDARD CONTRACT FORM**

### **CONSULANCY/DESIGN (lump-sum payments)**

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

\_\_\_\_\_ [insert Client's name] of [or whose registered office is situated at] \_\_\_\_\_ [insert Client's address] (hereinafter called "the Client") of the one part AND

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

WHEREAS the Client wishes to have the Consultant perform the services [hereinafter referred to as "the Services", and

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:-

1. **Services**
  - (i) The Consultant shall perform the Services specified in Appendix A, "Terms of Reference and Scope of Service, "which is made an integral part Of this Contract.
  - (ii) The Consultant shall provide the personnel listed Appendix B, "Consultant's Personnel," to perform the Services.
  - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, " Consultant's Reporting Obligations."
2. **Term** The Consultant shall perform the Services during the period commencing on \_\_\_\_\_ [insert starting date] and through to \_\_\_\_\_ [insert completion date], or any other period(s) as may be subsequently agreed by the parties in writing.
3. **Payment**
  - A. **Ceiling**  
For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to Exceed \_\_\_\_\_ [insert amount]. This amount

has been established based on the understanding that it includes all the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

The schedule of payments is specified below  
*(Modify in order to reflect the output required as described in Appendix C.)*

Kshs. \_\_\_\_\_ upon signing the contract.

Kshs. \_\_\_\_\_ upon the Client's receipt of the Draft report, acceptable to the Client; and

Kshs. \_\_\_\_\_ upon the Client's receipt of the Final report, acceptable to the Client.

Kshs. \_\_\_\_\_ Total

C. Payment Conditions

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty (30) days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 here below. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three Percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

4. **Project Administration**

A. Coordinator

The Client designates \_\_\_\_\_  
[insert name] as Client's Coordinator; the Coordinator will be responsible for the Coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables, by the Client and for receiving and approving invoices for payment.

B. Reports

The reports listed in Appendix C, "Consultant's Reporting Obligations," shall be submitted in the Course of the assignment and will constitute the basis for the payments to be made under paragraph 3.

5. **Performance Standards** The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.
6. **Confidentiality** The Consultant shall not, during the term of this Contract and within two years after its expiration Disclose any proprietary or confidential Information relating to the Services, this Contract Or the Client's business or operations without the Prior written consent of the Client.
7. **Ownership of Material** Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
8. **Consultant Not to be Engaged in certain Activities** The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
9. **Insurance** The Consultant will be responsible for taking out



any appropriate insurance coverage.

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

For the Client

For the Consultant

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

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

Title \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**FORM OF TENDER**

Date \_\_\_\_\_

Tender No. \_\_\_\_\_

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.. *[insert numbers,*  
the of which is hereby duly acknowledged, wed, the undersigned, offer to provide. *services]*  
*[description of*  
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 provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
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. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20

*[signature]* *[In the capacity of]*

Duly authorized to sign tender for and on behalf of \_\_\_\_\_

**CONTRACT FORM**

THIS AGREEMENT made the \_\_\_ day of \_\_\_\_ 20\_\_ between.....[name of procurement entity] of .....[country of Procurement entity](hereinafter called “the Procuring entity”) of the one part and .....[name of tenderer] of .....[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of .....[contract price in words and figures]

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) the Procuring entity’s Notification of Award.
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares 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\_\_\_\_\_.

**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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.

<p><b>Part 1 General</b></p> <p>Business Name                  Location of Business Premises                  Plot No, Street/Road                  Postal address Tel No. Fax Email                  Nature of Business                  Registration Certificate No.                  Maximum value of business which you can handle at any one time – Kshs.                  Name of your bankers                  Branch</p>																					
	<p align="center"><b>Part 2 (a) – Sole Proprietor</b></p> <p>Your name in full..... Age.....                  Nationality.....Country of Origin.....                  Citizenship details                  .....</p>																				
	<p align="center"><b>Part 2 (b) – Partnership</b></p> <p>Given details of partners as follows</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship Details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
Name	Nationality	Citizenship Details	Shares																		
1. ....	.....	.....	.....																		
2. ....	.....	.....	.....																		
3. ....	.....	.....	.....																		
4. ....	.....	.....	.....																		
	<p align="center"><b>Part 2 (c) – Registered Company</b></p> <p>Private or Public                  State the nominal and issued capital of company                  Nominal Kshs.                  Issued Kshs.                  Given details of all directors as follows</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship Details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
Name	Nationality	Citizenship Details	Shares																		
1. ....	.....	.....	.....																		
2. ....	.....	.....	.....																		
3. ....	.....	.....	.....																		
4. ....	.....	.....	.....																		
	<p>Date..... Signature of Candidate.....</p>																				

**TENDER SECURITY FORM**

Whereas .....[name of the tenderer]

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

[name and/or description of the services]

(hereinafter called “the Tenderer”) .....

KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at

[name of procuring entity] (hereinafter called “the Bank”) are bound unto.....

[name of procuring entity] (hereinafter called “the procuring entity”) in the sum of .....

for which payment well and truly to be made to the said Procuring entity, 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 performance security, in accordance with the instructions to tenderers;

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity 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 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)*

# REQUEST FOR REVIEW FORM

FORM RB 1

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

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

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

## REQUEST FOR REVIEW

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

- 1.
  - 2.
- etc.

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

- 1.
  - 2.
- etc

SIGNED .....(Applicant)

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

---

### FOR OFFICIAL USE ONLY

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

**SIGNED**  
**Board Secretary**