MESPT

MICRO ENTERPRISES SUPPORT PROGRAMME TRUST

REQUEST FOR PROPOSAL

FOR

PROVISION OF CONSULTING SERVICES

ELIGIBLE TO QUALIFIED INDIVIDUAL ENGINEERS ONLY

(NOT CONSULTING FIRMS)

LUMP-SUM CONTRACT

Description of Bid: DEVELOPMENT OF DETAILED ELECTRICAL DESIGNS, SITE-SPECIFIC TECHNICAL DRAWINGS, AND BILLS OF QUANTITIES (BOQ) BY QUALIFIED ELECTRICAL ENGINEER.

Bid Number: MESPT-3DEN-01-2026.

Bid Closing/Opening Date: 29th September 2026

Bid Opening Time: 12:00 noon East Africa Time

Issue Date: 15th September 2026.

PART I: INVITATION TO BID

Micro Enterprises Support Programme Trust (MESPT) invites sealed bids from eligible candidates for: **DEVELOPMENT OF DETAILED ELECTRICAL DESIGNS, SITE-SPECIFIC TECHNICAL DRAWINGS, AND BILLS OF QUANTITIES (BOQ) BY A QUALIFIED ELECTRICAL ENGINEER.**

1. Interested and eligible candidates may obtain further information from the address below during business hours ***0800hrs to 1700hrs.***

Micro Enterprises Support Programme Trust (MESPT)

Tausi Lane 01, Westlands

P.O. Box 187-00606,

Nairobi, Kenya

Tel: 0722 207 905 / 0735 333 154

Email address: procurement@mespt.org

2. Bid documents herein are ***free of charge.***
3. All bids ***shall not*** be accompanied by bid security.
4. Complete bidding documents shall be submitted through electronic means in the manner indicated below:

[sent via email: tender@mespt.org]

Bids must be received on or before the date and time indicated below;

Date: **29th September 2026.**

Time: **12:00 PM East Africa Time**

5. Prices quoted should be net inclusive of all taxes and quoted in ***Kenyan Shillings. Kindly note that MESPT is an appointed VAT holding agent and will remit 2% of the VAT on all vatable invoices.***
6. All prices shall remain valid for ***120 days*** from the closing date of the bid.

Clarifications from interested bidders will be reviewed and posted here: Clarifications

Keep checking before the deadline date.

Chief Executive Officer

Micro Enterprises Support Programme Trust

Table of Contents

PART I: INVITATION TO BID 2

PART II: INSTRUCTIONS TO CONSULTANTS (ITC) 15

A. GENERAL 15

1. Meanings/Definitions 15

2. Introduction 16

3. Conflict of Interest 16

4. Unfair Competitive Advantage 17

5. Corrupt and Fraudulent Practices 17

6. Collusive practices 18

7. Eligibility 18

8. General Considerations 18

9. Cost of Preparation of Proposal 18

10. Language 19

11. Documents Comprising the Proposal 19

12. Only One Proposal 19

13. Proposal Validity, Availability and Substitution of Key Experts 19

14. Clarification and Amendment of RFP 20

15. Preparation of Proposals–Specific Considerations 20

16. Technical Proposal Format and Content 21

17. Financial Proposal 21

18. Submission and Marking of Proposals 22

19. Sealing and Marking of Proposals 22

20. Confidentiality/Canvassing 22

21. Opening of Technical Proposals 22

22. Proposals Evaluation 23

23. Evaluation of Technical Proposals 23

24. Public Opening of Financial Proposals 23

25. Correction of Errors 24

26. Taxes 25

27. Conversion to Single Currency 25

28. Abnormally Low Prices 25

29. Abnormally High Prices 25

30. Combined Quality and Cost Evaluation 26

31. Notification of Award 26

32. Negotiations 26

33. Availability of Key Experts 27

34. Technical negotiations 27

35. Financial negotiations 27

36. Conclusion of Negotiations 28

37. Signing of Contract 28

APPENDIX TO PART II: DATA SHEET 29

PART III: EVALUATION AND QUALIFICATION CRITERIA 34

PART IV: FORMATS 35

FORMAT FOR THE TECHNICAL PROPOSAL 35

FORMAT FOR THE FINANCIAL PROPOSAL (The financial proposal should be password protected) 36

PART V: TERMS OF REFERENCE 38

TERMS OF REFERENCE 38

Electrical Engineer — Solar PV Detailed Design & Bill of Quantities 38

Digital AgriValue Project | Grant No. MAR/UNEP/BASE-3DEN/PHASEII/013/2026/001 38

Issuing Organisation 38

Bamboo Horizons (Lead Technical Partner) on behalf of MESPT 38

Project 38

Digital AgriValue — Empowering Kenya's Agri-SMEs through Green Infrastructure, Digital Innovation, and Inclusive Market Access 38

Donor 38

Stiftung BASE / UNEP — 3DEN Phase II Programme 38

Assignment 38

Detailed Electrical Design, Site-Specific BOQ & Permit-Ready Drawings — 3 Sites 38

Date of Issue 38

8 September 2026 38

Expected Start 38

September 2026 38

Duration 38

Up to 21 days (design phase); up to 21 days (supervision phase — separately quoted) 38

1. Background 38

The Digital AgriValue project is a 24-month initiative funded under the 3DEN Phase II Programme (Sustainable Agro-food Solutions Window), supporting three Kenyan agri-SMEs through the installation of solar PV systems, cold chain infrastructure, and related equipment. MESPT is the Grant Recipient and Consortium Lead; Bamboo Horizons serves as Lead Technical Partner. 38

The technology provider is responsible for supplying and installing solar PV, battery storage, inverters, cold rooms, and related equipment across the three sites. Detailed site-specific electrical designs are required before the technology provider can finalize technical specifications and provide procurement-ready quotations. 38

2. Objective 38

The objective of this assignment is to engage a qualified Electrical Engineer to produce detailed electrical designs, site-specific technical drawings, and Bills of Quantities (BOQ) for solar PV and associated systems across three SME sites. Outputs must be of sufficient detail to: 38

- **Enable the technology provider to provide accurate, itemised procurement quotations** 38
- **Support NEMA ESIA technical annexes and county building permit applications** 38
- **Comply with IEC standards as specified in the Grant Agreement (Annex H, Del 2.1)** 38
- **Serve as reference documents for installation, commissioning, and audit purposes** 38

3. Sites & System Specifications 38

The Engineer shall cover the following three sites. System parameters are drawn from the approved Technical Specifications Table (Digital AgriValue Project): 38

SME / Value Chain 39

PV Capacity 39

Panels (625W) 39

Battery (kWh) 39

Inverter 39

Generation (MWh/yr) 39

Key Components 39

Stir Me Ltd 39

Tea Processing 39

30 kWp 39

48 panels 39

75–80.6 kWh Li-ion 39

30 kVA charger 39

48 MWh 39

Victron MPPT controllers, WeCo batteries, switchgear, AC/DC cabling, mounting structures 39

Wedgehut Foods Ltd 39

Potato Cold Chain 39

45 kWp 39

72 panels 39

100–107.4 kWh Li-ion 39

30 kVA charger 39

72 MWh 39

Lithium battery bank, MPPT controllers, electrical integration, protection systems 39

Barrinate Farms Ltd 39

Avocado Packhouse 39

45 kWp 39

72 panels 39

100–107.4 kWh Li-ion 39

30 kVA charger 39

72 MWh 39

PV hybrid system, 50-ton cold room (compressors, condensers, evaporators), sorting & grading & packing line 39

4. Scope of Work 39

4.1 Core Design Deliverables 39

The Engineer shall produce the following for each of the three sites: 39

- **Site-specific solar PV system designs — panel layout, orientation, tilt angle, shading analysis** 39
- **Single-line electrical diagrams (SLD) per site** 39
- **Load calculations and PV sizing verification against approved specifications** 39
- **Battery storage sizing verification and connection schematics** 39
- **Inverter and MPPT controller selection, wiring and protection specs** 39
- **Mounting structure design specifications (roof or ground-mounted as applicable, with wind and load ratings)** 39
- **AC/DC cabling schedules — cable sizes, routes, lengths, termination details** 39
- **Switchgear, protection devices, surge arresters, and earthing/lightning protection design** 39
- **Grid-tie or hybrid configuration specifications where applicable** 39
- **Baseline load measurement: installation of 3-phase energy/power loggers at each site's main distribution board for a minimum 5–7-day logging period, capturing real demand profiles, peak/inrush of refrigeration and processing plant, and daily energy consumption, to underpin battery, inverter and PV sizing.** 39
- **Site survey: measured roof/ground dimensions, orientation and tilt, structural condition, and cable-route lengths for containment and cable-schedule accuracy.** 39

4.2 Site-Specific Technical Requirements 39

Barrinate Farms Ltd (Avocado Packhouse — Siaya) 39

- **Integrate PV design with 50-ton cold room power requirements (compressors, condensers, evaporators)** 39
- **Electrical supply design for sorting, grading and packing line machinery** 39
- **Coordinate tie-in points with civil/packhouse structure (civil works are outside 3DEN scope)** 39

Wedgehut Foods Ltd (Cold Storage — Nairobi) 39

- **Cold storage load integration — compressor and refrigeration equipment electrical supply** 39

- IoT sensor power provision points within cold room 39

Stir Me Ltd (Tea Processing — Nairobi).....40

- Tea processing equipment load assessment and integration 40

- WeCo battery bank wiring and BMS interface specifications 40

- Traceability system power provision points 40

4.3 Bill of Quantities (BOQ).....40

- Itemised BOQ for each site covering: panels, cables, conduits, mounting hardware, protection devices, earthing materials, switchgear.....40

- Quantities formatted to match grant budget line items to enable direct comparison with technology provider quotations.....40

- Unit rate schedule to support procurement evaluation 40

4.4 Permit-Ready Drawings.....40

Per site, the drawing set shall include: overall site layout plan; PV array layout (roof/ground) with tilt and orientation; equipment/battery room general arrangement; cable route and containment layout; and single-line diagram (SLD) — all in CAD and PDF, to IEC and EPRA drawing conventions.....40

- NEMA ESIA technical annexes — electrical and energy system descriptions per site 40

- County building permit electrical drawings (Wedgehut — Nairobi; Barrinate — Siaya) 40

- EPRA compliance documentation for all solar PV installations.....40

- All drawings shall comply with IEC standards as specified in Grant Agreement Annex H (Del 2.1) and EPRA requirements 40

4.5 IoT & Monitoring Interface.....40

- Identify and specify power provision points for IoT sensors and gateways at each site 40

- Metering points for energy generation and consumption monitoring (feeds MEL dashboard KPIs) 40

5. Required Outputs.....40

.....40

Output.....40

Purpose 40

Timeline.....40

I 40

Detailed electrical design drawings (CAD/PDF) — 3 sites 40

Technology provider procurement & installation reference 40

Week 3 40

2 40

Site-specific BOQ with unit rate schedule 40

Procurement evaluation & technology provider quotation 40

Week 3 40

3 40

Technical specifications document per site 40

Annex H Del 2.1 compliance; audit record 40

Week 3 40

4 40

Permit-ready drawings (NEMA, county, EPRA) 40

Regulatory approvals — critical path 40

Week 3 40

5 40

Technology-provider-ready procurement schedule 40

Enable itemised equipment quotations 40

Week 3 40

6 40

Final design report consolidating all sites 40

Donor reporting; baseline study input (Del 7.3a) 40

Week 3 40

6. Required Qualifications 40

- **Registered Electrical Engineer — Engineers Board of Kenya (EBK)** 40
- **Demonstrable experience in solar PV system design (minimum 3 completed projects of comparable scale)** 40
- **Proficiency in AutoCAD or equivalent for electrical drawings** 40
- **Familiarity with NEMA, EPRA, and county permitting requirements** 40

- **Experience with off-grid / hybrid solar systems and battery storage integration .40**
- **Knowledge of IEC standards for PV systems 40**

7. Variation to Scope 41

The parties acknowledge that site conditions, load assessments, or regulatory requirements encountered during the assignment may necessitate adjustments to the scope described above. The following provisions apply: 41

- **Any proposed variation to scope must be submitted in writing to Bamboo Horizons / MESPT with a clear description of the reason, impact on deliverables, and cost implication before work on the varied scope commences. 41**
- **Variations will be considered where they arise from site conditions that could not reasonably have been anticipated at the time of this TOR, or where regulatory bodies require additional technical content not specified herein. 41**
- **Approved variations will be documented in a written addendum signed by both parties. No additional compensation will be payable for scope variations not approved in advance. 41**
- **The Engineer is encouraged to flag potential scope risks during an inception meeting prior to commencing field work, so that variation risk is minimised. 41**

8. Reporting & Supervision 41

The Engineer will report directly to Bamboo Horizons (Lead Technical Partner) with copies to MESPT. Progress updates shall be provided weekly. All outputs shall be submitted in both editable (CAD/Word/Excel) and PDF formats. 41

9. Deliverable B — Supervision, Inspection & Certificate of Completion.....41

This deliverable shall be quoted separately from the design and BOQ fee (Deliverable A). The Engineer shall provide on-site supervision and inspection services during and immediately following installation of the solar PV systems and associated equipment by the technology provider across the three sites. 41

9.1 Scope of Supervision & Inspection 41

- **Conduct periodic site visits at each of the three sites during the installation phase to monitor progress and workmanship 41**
- **Inspect installed works against the approved BOQ, installation drawings, and technical specifications produced under Deliverable A.....41**
- **Witness and document commissioning and functional tests for each system 41**
- **Identify defects, non-conformances, or deviations from the approved design and issue a snagging list to the Client.....41**
- **Confirm that all identified snagging items have been closed prior to issuing the completion certificate 41**
- **Sign-off criteria: compliance with IEC PV system installation standards and EPRA requirements as applicable.....41**

9.2 Key Output 41

- **Interim inspection reports per site visit (submitted within 48 hours of each visit)** 41

- **Final consolidated Certificate of Completion — issued once all three sites have passed inspection and all snags are closed** 41

9.3 Timing 41

The supervision and inspection phase shall not exceed twenty-one (21) calendar days from the commencement of installation works at the first site. The Engineer shall coordinate directly with the technology provider and Bamboo Horizons on the installation programme to schedule site visits accordingly. 41

10. Commercial Terms & Submission Requirements 41

10.1 Pricing 41

- **Bidders shall submit two separately priced line items: (i) Deliverable A — Design, BOQ & Permit Drawings; and (ii) Deliverable B — Supervision, Inspection & Certificate of Completion** 41

- **All quoted fees must be tax-inclusive, incorporating VAT and withholding tax where applicable under Kenyan law. No additional taxes or levies will be accepted after award.** 42

- **Payment for Deliverable A: 20% inception / 40% on submission of Week-3 designs and BOQ / 40% on acceptance of the final design report.** 42

- **Payment for Deliverable B: 50% on commencement of the supervision phase / 50% on issuance of the Certificate of Completion.** 42

10.2 Quote Validity 42

Submitted quotes shall remain valid and binding for ninety (90) calendar days from the submission deadline. 42

10.3 Revision Rounds 42

The Deliverable A fee includes up to two (2) rounds of revisions to the design drawings and BOQ following Client review. Additional revision rounds requested beyond this limit will be subject to a separately agreed fee. 42

10.4 Exclusions from Scope 42

The following are expressly outside the scope of this TOR and shall not be included in the quoted fee: 42

- **Procurement or supply of any equipment, materials, or components** 42

- **Civil, structural, or building works** 42

- **Installation or commissioning works (these are the technology provider's responsibility)** 42

- **NEMA EIA full study or environmental audit — only technical annexes and**

energy system descriptions are required 42

10.5 Submission Requirements 42

Bids shall include the following: 42

- **Company profile or CV of the lead engineer (maximum 4 pages)** 42
- **Valid EBK registration certificate and EPRA practitioner licence** 42
- **At least one reference project of comparable scope and scale (solar PV system design; contact details required)** 42
- **Itemised financial proposal clearly separating Deliverable A and Deliverable B fees** 42
- **Proposed methodology and work plan for the design phase** 42

10.6 Clarifications 42

All requests for clarification must be submitted in writing to procurement@mespt.org. Responses will be shared with all prospective bidders and shall be accessed from here. No clarifications will be provided after 22nd September 2026. 42

10.7 Evaluation Criteria 42

Bids will be evaluated on the following weighted criteria: 42

- **Technical qualifications, experience, and references: 60%** ..... Error! Bookmark not defined.
- **Financial proposal (value for money): 40%** ..... Error! Bookmark not defined.

10.8 Intellectual Property 42

All drawings, designs, BOQs, reports, and other outputs produced under this TOR shall vest in and remain the property of the Client (Bamboo Horizons / MESPT) upon full payment of the applicable fee. The Engineer shall have no right to use, reproduce, or disclose such outputs without the Client's prior written consent. 42

10.9 Governing Law 43

This TOR and any contract arising from it shall be governed by and construed in accordance with the laws of the Republic of Kenya. 43

Digital AgriValue | Grant No. MAR/UNEP/BASE-3DEN/PHASEII/013/2026/001 | Issued by Bamboo Horizons on behalf of MESPT | 8 September 2026 43

14. Proposal Submission Deadline 43

PART VI: STANDARD BIDDING FORMS *(to be filled by the Consultant)* 44

11.0 Supplier Questionnaire Form 44

12.0 Consultant's Representatives and Key Personnel Schedule 46

13.0 Declaration 48

[Name, title and signature of authorized agent of Consultant and Date] 50

PART VII: GENERAL CONDITIONS OF CONTRACT **51**

A. Definitions **51**

B. Relationship between the Parties **51**

C. Law Governing Contract **51**

D. Language **52**

E. Headings **52**

F. Communications **52**

G. Location **52**

H. Authority of Member in Charge **52**

I. Authorized Representatives **52**

J. Corrupt and Fraudulent Practices **52**

a. Commissions and Fees **52**

K. Effectiveness of Contract **53**

L. Termination of Contract for Failure to Become Effective **53**

M. Commencement of Services **53**

N. Expiration of Contract **53**

O. Entire Agreement **53**

P. Modifications or Variations **53**

Q. Force Majeure **53**

b. No Breach of Contract **54**

c. Measures to be taken **54**

R. Suspension **54**

S. Termination **54**

a. By The Buyer **55**

d. By the Consultant **55**

T. Cessation of Rights and Obligations **55**

U. Cessation of Services **56**

V. Payment upon Termination **56**

W. Obligations of the Obligations **56**

b. Law Applicable to Services 56
X. Conflict of Interests.....57
Y. Confidentiality.....57
Z. Liability of the Consultant 58
AA. Insurance to be taken out by the Consultant 58
BB. Accounting, Inspection and Auditing 58
CC. Reporting Obligations 58
DD. Proprietary Rights of the Buyer in Reports and Records.....58
EE. Equipment, Vehicles and Materials.....59
FF. Description of Key Experts 59
GG. Replacement of Key Experts 59
HH. Approval of Additional Key Experts 59
II. Removal of Experts or Sub-consultants.....59
JJ. Replacement/ Removal of Experts–Impact on Payments 60
KK. Working Hours, Overtime, Leave, etc. 60
LL. Obligations of the Buyer 60
Assistance and Exemptions 60
MM. Access to Project Site.....61
NN. Change in the Applicable Law Related to Taxes and Duties 61
OO. Services, Facilities and Property of The Buyer.....61
PP. Counterpart Personnel 61
QQ. Payment Obligation.....62
RR. Payments to the Consultant 62
Ceiling Amount 62
SS. Remuneration and Reimbursable Expenses.....62
TT. Taxes and Duties 63
UU. Currency of Payment 63
VV. Mode of Billing and Payment 63
WW. Interest on Delayed Payments 64

80 Fairness and Good Faith **64**

XX. Good Faith **64**

81 Settlement of Disputes **64**

YY. Amicable Settlement **64**

ZZ. Dispute Resolution **64**

PART VIII: PARTICULAR CONDITIONS OF CONTRACT (PCC) **65**
Form of Contract 70

PART II: INSTRUCTIONS TO CONSULTANTS (ITC)

A. GENERAL

1. Meanings/Definitions

a) **"Affiliate(s)"** means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.

b) **"Applicable Law"** means the laws and any other instruments having the force of law in Kenya.

c) **"The Buyer"** means Micro Enterprises and Support Programme Trust (MESPT).

d) **"Consultant"** means a legally-established professional consulting firm or individual that may provide or provides the Services to Micro and Small Enterprises Support Programme Trust (MESPT) under the Contract.

e) **"Contract"** means a legally binding written agreement signed between MESPT and the Consultant and includes all the attached documents listed in the General Conditions of Contract (GCC), the Particular Conditions of Contract (PCC), and the Appendices.

f) "**Data Sheet**" means an integral part of the Instructions to Consultants (ITC) that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITC.

g) **"Day"** means a calendar day unless otherwise specified as "Business Day/Working Day". A Business Day/Working Day is any day that is an official working day in Kenya and excludes official public holidays.

h) **"Experts"** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).

i) **"Government"** means the Government of the Republic of Kenya.

j) **"In writing"** means communicated in written form such as by mail, e-mail, fax, including, if specified in the **Data Sheet**, distributed or received through the electronic-procurement system used by MESPT with proof of receipt.

k) **"Joint Venture (JV)"** means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to MESPT for the performance of the Contract.

l) **"Key Expert(s)"** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is considered in the technical evaluation of the Consultant's proposal.

m) **"ITC"** means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.

n) **"Non-Key Expert(s)"** means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.

o) **"Proposal"** means the Technical Proposal and the Financial Proposal of the Consultant.

p) **"RFP"** means the Request for Proposals to be prepared by MESPT for the selection of consultants.

q) **"Services"** means the work to be performed by the Consultant pursuant to the Contract.

r) **"Sub-consultant"** means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to MESPT during the whole performance of the Contract.

v) **"Terms of Reference (TORs)"** means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of MESPT and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

2.1 Micro and Small Enterprises Support Programme Trust (MESPT) intends to select a consultant, in accordance with the method of selection specified in the **Data Sheet**.

2.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants' expense.

2.4 MESPT will provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.

3. Conflict of Interest

3.1 The Consultant is required to provide professional, objective, and impartial advice, always holding MESPT's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.

3.2 The Consultant has an obligation to disclose to MESPT any situation of actual or potential conflict that impacts its capacity to serve the best interest of MESPT. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.

3.3 Without limitation on the generality of the foregoing, and unless stated otherwise in the **Data Sheet**, the Consultant shall not be hired under the circumstances set forth below:

i) *Conflicting Activities*

Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by MESPT to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

ii) *Conflicting Assignments*

Conflict among consulting assignments: A Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may conflict with another assignment of the Consultant for the same or for another MESPT.

(iii) *Conflicting Relationships*

Relationship with MESPT's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or personal relationship with senior management or professional staff of MESPT who has the ability to influence the bidding process and: (i) are directly or indirectly involved in the preparation of the Terms of Reference for the assignment,(ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from such relationship has been resolved in a manner that determines there is no conflict to affect this selection process.

iv) *Others*

Any other types of conflicting relationships as indicated in the **Data Sheet.**

4. Unfair Competitive Advantage

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, MESPT shall indicate in the **Data Sheet** and make available to all Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

5. Corrupt and Fraudulent Practices

5.1. Consultant firms or any of its members shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. Consultant firms or any of its members that are proven to have been involved in any of these practices shall be automatically disqualified and will not be awarded a contract.

6. Collusive practices

6.1. Any Consultant found to have engaged in collusive conduct shall be disqualified from the bidding process.

6.2. In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, Consultants, suppliers, and their personnel, to permit MESPT to inspect all accounts, records and other documents relating to any short-listing process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors or compliance officers hired by MESPT.

6.3. Bidders shall also be required to adhere to the MESPT Code of Conduct.

7. Eligibility

7.1. In selection of consultants, short-listing shall be composed of firms or individuals who belong to the same line of professional business and who are almost of the same capability.

7.2. Unless otherwise specified in the **Data Sheet**, MESPT permits Consultants including proposed experts, joint ventures and individual members from all countries and categories to offer consulting services. The maximum number of members so far JV shall be specified in the **Data Sheet**.

7.3. MESPT's Employees, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract.

7.4. It is the Consultant's responsibility to ensure that it's Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, Consultants, suppliers and/or their employees meet the eligibility requirements.

B. Preparation of Proposals

8. General Considerations

8.1. In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

9. Cost of Preparation of Proposal

9.1. The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and MESPT shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. MESPT is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

10. Language

10.1. The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and MESPT shall be written in the English language.

11. Documents Comprising the Proposal

11.1. The Proposal shall comprise the documents and forms listed in the **Data Sheet**.

11.2. The Consultant shall furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal Submission Form.

12. Only One Proposal

12.1. The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.

12.2. Members of a joint venture may not also make an individual Proposal, be a subcontractor in a separate proposal or be part of another joint venture for the purposes of the same Contract.

13. Proposal Validity, Availability and Substitution of Key Experts

13.1. The **Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

13.2. During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

13.3. If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation and may be blacklisted by MESPT.

13.4. MESPT will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, MESPT may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

13.5. If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with confirmation of the availability of the Key Experts.

13.6. The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

13.7. If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to MESPT together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

13.8. If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to MESPT, such Proposal will be rejected.

13.9. The Consultant shall not subcontract the whole or part of the Services without reasonable justification and written approval of MESPT.

14. Clarification and Amendment of RFP

14.1. The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to MESPT's address indicated in the **Data Sheet**. MESPT will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all Consultants. Should MESPT deem it necessary to amend the RFP as a result of a clarification, it shall do so using the procedure described below:

a. At any time before the proposal submission deadline, MESPT may amend the RFP by issuing an amendment by standard electronic means. The amendment shall be sent to all invited Consultants and will be binding on them. The Consultants shall acknowledge receipt of all amendments in writing.

b. If the amendment is substantial, MESPT may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment in to account in their Proposals.

c. The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline for submission.

15. Preparation of Proposals–Specific Considerations

15.1. While preparing the Proposal, the Consultant must give particular attention to the following:

15.1.1. If a consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do as long as only one Proposal is submitted. A Consultant cannot associate with shortlisted Consultant(s). When associating with non-shortlisted/non-invited firms in the form of a joint venture or a sub-consultancy, the shortlisted/invited Consultant shall be a lead member. If shortlisted/invited Consultant associates with each other, any of them can be a lead member.

15.1.2. MESPT may indicate in the **Data Sheet** the estimated amount or Key Experts'

time input (expressed in person-month), or MESPT's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same. This clause shall not apply when using Fixed Budget selection method.

15.1.3. For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input shall not be disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

15.1.4. Key Experts shall not appear in more than one proposal unless so allowed in the **Data Sheet**. Invited firms must confirm and ensure their Key experts do not appear in proposal of other invited firms, otherwise proposals with Key experts appearing in other proposals will be rejected.

16. Technical Proposal Format and Content

16.1. The Technical Proposal shall be comprising the documents listed in the **Data Sheet**. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

16.2. Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

17. Financial Proposal

17.1. The Financial Proposal shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**. Irrespective of the consultant selection method, any Consultant that does not submit itemized and priced financial proposal, or merely refers MESPT to other legal instruments for the applicable minimum remuneration fees shall be considered non-responsive.

a. Price Adjustment

17.2. For assignments with a duration exceeding 12 months, a price adjustment provision for foreign and/or local inflation for remuneration rates may apply if so, stated in the **Data Sheet.**

b. Taxes

17.3. The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in Kenya is provided in the **Data Sheet**.

c. Currency of Proposal

17.4. The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in Kenya Shillings.

d. Currency of Payment

17.5. Payment under the Contract shall be made in the currency or currencies in which the payment is indicated in the **Data Sheet.**

C. SUBMISSION, OPENING AND EVALUATION

18. Submission and Marking of Proposals

18.1. The Consultant shall submit a signed and complete Proposal through electronic means. Consultants shall mark as "CONFIDENTIAL" information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. **The submission shall be done electronically** as indicated in the Invitation to Bid.

18.2. An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposals. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

18.3. A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

18.4. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

19. Sealing and Marking of Proposals

19.1. The firm shall submit the Proposals as per the instructions indicated in the **Data Sheet.**

19.2. The Proposal or its modifications must be received by MESPT not later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by MESPT after the deadline shall be declared late and rejected, and promptly returned unopened.

20. Confidentiality/Canvassing

20.1. From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact MESPT on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

20.2. Any attempt by consultants or anyone on behalf of the Consultant to influence improperly MESPT in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.

20.3. Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a consultant wishes to contact MESPT on any matter related to the selection process, it should do so only in writing.

21. Opening of Technical Proposals

21.1. MESPT's opening committee shall conduct the electronic opening of the Technical Proposals. The Financial Proposal shall remain electronically sealed.

21.2. At the opening of the Technical Proposals the following shall be read out: (i) the name of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names of all members; (ii) the presence or absence of an encrypted Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

22. Proposals Evaluation

22.1. The evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and after MESPT notifies all the Consultants.

22.2. The Consultant is not permitted to alter or modify its Proposal in anyway after the proposal submission deadline. While evaluating the Proposals, the Evaluation Committee will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

23. Evaluation of Technical Proposals

23.1. MESPT's evaluation committee shall evaluate the Technical Proposals that have passed the eligibility and mandatory criteria, on the basis of their responsiveness to the Terms of Reference and the RFP. The eligibility and mandatory criteria shall include the following information and any other that may include in the **Data sheet**.

a) Firm has submitted a Technical Proposal.

b) Firm has submitted an encrypted Financial Proposal.

c) The Proposal is valid for the required number of days.

d) The Technical Proposal is signed by the person with power of attorney, without material deviation, reservation, or omission.

e) The Technical Proposal is complete with all the forms and required documentary evidence submitted.

f) A valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority for Kenyan firms.

g) Key Experts do not appear in more than one proposal, if so required.

h) A short-listed firm has not participated in more than one proposal, if so required.

i) The Consultant is not insolvent, in receivership, bankrupt or in the process of being wound up.

j) The Consultant, its sub-consultants and experts have not engaged in or been convicted of corrupt or fraudulent practices.

k) The Consultant is neither precluded from entering into a Contract with MESPT.

l) The firm has not proposed employing employees of MESPT.

m) The Consultant, its sub-consultants and experts have no conflicts of interest.

23.2. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

24. Public Opening of Financial Proposals

24.1. **Unsuccessful Proposals**

After the technical evaluation is completed, MESPT shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following: (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;(ii)provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion; (iii) their Financial Proposals will not be unsealed; and (iv) notify them of the results of the Financial Proposals that were opened.

24.2. **Financial Proposals for QBS and SSS**

Following the ranking of the Technical Proposals, when the selection is based on QBS, the top-ranked Consultant is invited to negotiate the Contract. Only the Financial Proposal of the technically top-ranked Consultant is electronically opened by the opening committee. All other Financial Proposals shall not be opened.

When the selection is based on the SSS method and if the invited Consultant meets the minimum technical score required passing, the financial proposal shall be opened and the Consultant invited to negotiate the contract.

24.3. **Financial Proposals for QCBS, FBS, LCS**

Following the ranking of the Technical Proposals, and after internal approvals, MESPT shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following: (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score; (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;(iii) their Financial Proposal will be opened electronically and notify them of the results of opening of the Financial Proposals.

24.4. **Opening of Financial Proposals**

MESPT shall open the financial proposals and record the names of the Consultants, and the overall technical scores of the Consultants. The Financial Proposals will then be inspected to confirm that they have remained encrypted and unopened. These Financial Proposals shall be then opened, and the total prices recorded. Copies of the record shall be sent to all Consultants who submitted Proposals.

25. Correction of Errors

25.1. Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

25.2. Time-Based Contracts-If a Time-Based contract form is included in the RFP, in case of discrepancy between (i) a partial amount(sub-total) and the total amount, or (ii)between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between figures and words, the latter will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and MESPT's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

25.3. Lump-Sum Contracts - If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetic corrections nor price adjustments shall be made. The total price, net of taxes specified in the Financial Proposal shall be considered as the offered price.

26. Taxes

26.1. All taxes are deemed to be included in the Consultant's financial proposal as separate items, and, therefore, considered in the evaluation.

26.2. All local identifiable taxes levied on the contract in voices (such as sales tax, VAT, excise tax, or any similar taxes or levies) and income and withholding tax payable to Kenya on the remuneration of non-resident Experts for the services rendered in Kenya are dealt with in accordance with the instructions in the **Data Sheet**.

27. Conversion to Single Currency

27.1. For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet** in instances where Bidders are allowed to quote in other currencies other than Kenya Shillings.

28. Abnormally Low Prices

28.1. An Abnormally Low Price is one where the financial price, in combination with other constituent elements of the proposal, appears unreasonably low to the extent that the price raises material concerns with MESPT as to the capability of the Consulting firm to perform the Contract for the offered price.

28.2. In the event of identification of a potentially Abnormally Low Price by the evaluation committee, MESPT shall seek written clarification from the firm, including a detailed price analyses of its price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risk sand responsibilities and any other requirements of the RFP document.

28.3. After evaluation of the price analyses, if MESPT determines that the firm has failed to demonstrate its capability to perform the contract for the offered price, MESPT shall reject the firm's proposal.

29. Abnormally High Prices

29.1. An abnormally high price is one where the proposal price, in combination with other constituent elements of the proposal, appears unreasonably too high to the extent that MESPT is concerned that it (MESPT) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between consultants is compromised.

29.2. In case of an abnormally high tender price, MESPT shall make a survey of the market prices, check if the estimated cost of the contract is correct, and review the RFP to check if the specifications, TOR, scope of work and conditions of contract are contributory to the abnormally high proposals. MESPT may also seek written clarification from the Consultants on the reason or the high proposal price. MESPT shall proceed as follows:

i) If the proposal price is abnormally high based on wrong estimated cost of the contract, MESPT may accept or not accept the proposal depending on MESPT's budget considerations.

ii) If specifications, TOR, scope of work and/or conditions of contract are contributory to the abnormally high proposal prices, MESPT shall reject all proposals and may re-invite for proposals for the contract based on revised estimates, specifications, TOR, scope of work and conditions of contract.

29.3. If MESPT determines that the Proposal Price is abnormally too high because genuine competition between consultants is compromised (*often due to collusion, corruption or other manipulations*), MESPT shall reject all Proposals and shall blacklist the firms that engaged in the vice.

30. Combined Quality and Cost Evaluation

a. Quality and Cost Based Selection (QCBS) Method

30.1. In the case of Quality and Cost Based Selection (QCBS), the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant that achieves the highest combined technical and financial score will be notified and invited for negotiations.

b. Fixed Budget Selection (FBS) Method

30.2. In the case of FBS, those Proposals that exceed the budget indicated in the **Data Sheet** shall be rejected. MESPT's evaluation committee will select the Consultant with the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, notify and invite such Consultant to negotiate the Contract.

c. Least Cost Selection (LCS) Method

30.3. In the case of Least-Cost Selection (LCS), MESPT's evaluation committee will select the Consultant whose Proposal is the lowest evaluated total price among those Proposals that achieve the minimum technical score required to pass, notify the Consultant and invite the Consultant to negotiate the Contract.

d. Combined Technical and Evaluation Report

30.4. The evaluation committee shall prepare a combined technical and financial evaluation report, with specific recommendations for award or otherwise and subject to the required approvals within MESPT prior to notifications and invitation of Consultant for negotiations.

31. Notification of Award

31.1. MESPT shall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Award of the Contract to the successful Consultant.

D. NEGOTIATIONS AND AWARD

32. Negotiations

32.1 The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

32.2 The evaluation committee shall prepare minutes of negotiations that are signed by the Chief Executive Officer and the Consultant's authorized representative.

33. Availability of Key Experts

33.1. The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and MESPT proceeding to negotiate the Contract with the next-ranked Consultant.

33.2. Notwithstanding the above, the substitution OF Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical in capacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

34. Technical negotiations

34.1. The technical negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, MESPT's inputs, the particular conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

35. Financial negotiations

35.1. The financial negotiations include the clarification of the Consultant's tax liability in Kenya (foreign consultants) and how it should be reflected in the Contract. All applicable taxes shall be itemized separately and included in the contract price.

35.2. If the selection method included cost as a factor in the evaluation (that is QCBS, FBS, LCS), the unit rates and the total price stated in the Financial Proposal for a Lump-Sum contract may be negotiated.

35.3. Where QBS methods was used for a *Lump-sum Contract* as indicated in the RFP, the unit rates negotiations may take place, especially when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts or the professional practice. If after the negotiations, the price is still considered too high, MESPT may terminate the negotiation and invite the next ranked Consultant to open its financial proposal and negotiate the contract.

35.4. In the case of a *Time- Based contract*, negotiation of unit rates may take place, especially when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. If after the negotiations, the price is still considered too high, MESPT may terminate the negotiation and invite the next ranked Consultant for negotiations.

35.5. Where SSS method was used as indicated in the RFP, both the unit rates and total

price shall be negotiated. If the negotiations fail, MESPT shall terminate the Consultant selection process. In that event, MESPT shall review the consultancy requirements and market conditions prior to deciding to use an appropriate selection method to again procure the consulting services.

36. Conclusion of Negotiations

36.1. The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Chief Executive Officer and the Consultant's authorized representative and minutes prepared to record the outcome of the negotiations.

36.2. If the negotiations fail, MESPT shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, MESPT shall terminate the negotiations informing the Consultant of the reasons for doing so. MESPT will invite the next-ranked Consultant to negotiate a Contract. Once MESPT commences negotiations with the next-ranked Consultant, MESPT shall not reopen the earlier negotiations.

37. Signing of Contract

37.1. The Contract shall be signed prior to the expiration of the Proposal Validity Period.

37.2. The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

APPENDIX TO PART II: DATA SHEET

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO CONSULTANTS (ITC)
	A. General Provisions
1(j)	**Electronic –Procurement System** MESPT shall use the following electronic-procurement system to manage this Request for Proposal process: bids shall be submitted via email [tender@mespt.org] The electronic-procurement system shall be used to manage the following part of the RFP process: ***[technical and financial bids shall be submitted as two attachments.]***
2.1	The consultant selection method is: ***Quality & Cost Based Selection Method (QCBS)***
2.2	Financial Proposal to be submitted together with Technical Proposal in separate envelopes: Indicate whether YES or NO. Yes ✖ _____ No _____ The name of the assignment is: **DEVELOPMENT OF DETAILED ELECTRICAL DESIGNS, SITE-SPECIFIC TECHNICAL DRAWINGS, AND BILLS OF QUANTITIES (BOQ) BY A QUALIFIED ELECTRICAL ENGINEER.** Reference No**. MESPT-3DEN-01-2026**
2.3	A pre-proposal conference will be held: Yes __or No ✖ __ *[If "Yes", fill in the following:]* Date of pre-proposal conference: _____ Time: _____ Address: _____ Telephone: ___ E-mail: . Title of contact person: _____

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO CONSULTANTS (ITC)
2.4	MESPT will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: ___ *N/A* _____
3.3 (iv)	_____N/A_____
4.1	*[If "Unfair Competitive Advantage" applies to the selection, explain how it is mitigated, including listing the reports, information, documents, etc. and indicating the sources where these can be downloaded or obtained by the Consultants]* _____N/A_____
7.2	Maximum number of members in the Joint Venture (JV) shall be: ***N/A***
B. Preparation of Proposals	
11.1	The Proposal shall comprise the following: **1. Technical Proposal:** AND **2. Financial Proposal: (password protected)**
12.1	Participation of Sub-consultants, and Key Experts in more than one Proposal is permissible: Yes _ or No____
13.1	Proposals must remain valid for ***120*** days after the proposal submission deadline.
14.1	Clarifications may be requested no later than **7** days prior to the submission deadline. The contact information for requesting clarifications is: **MESPT Procurement** E-mail: procurement@mespt.org
15.1.2. (not for use for Fixed Budget method)	Estimated input of Key Experts' time-input: _____N/A____ person-months. *[OR]* Estimated total cost of the assignment: _____N/A_____

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO CONSULTANTS (ITC)
15.1.3. [use for Fixed Budget method]	The total available budget for this Fixed-Budget assignment is: **N/A**. Proposals exceeding the total available budget will be rejected.
15.1.4.	Key Experts shall not appear in more than one proposal: *(indicate YES or NO).* YES…… /NO…….
16.1.	Technical Proposal shall be made up of the following; a) Power of Attorney to sign the Proposal b) Technical Proposal Submission Form c) Consultant's Organization and Experience d) Comments and Suggestions e) Description of Approach, Methodology and Workplan f) Work Schedule and Planning for Deliverables g) Team Composition, Assignment, and Key Experts' Input h) Mandatory Documentary Evidence
17.1	Financial Proposal shall include reimbursable expenses where applicable and the following: a) Financial Proposal Submission Form b) Summary of Costs c) Breakdown of Remuneration d) Breakdown of Reimbursable Expenses
17.2	A price adjustment provision applies to remuneration rates: Yes _____ or No _____
17.3	All taxes shall be met by the Consultant. Consultants may visit the KRA website for further information on applicable taxes
17.5	The Financial Proposal shall be stated in the following currencies: The Financial Proposal should state local costs in Kenya Shillings: Yes_____ or. No_____.
C. Submission, Opening and Evaluation	
19.1 and 19.2	Technical and Financial Proposals shall be submitted through electronic means using the electronic procedure below;

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO CONSULTANTS (ITC)
	via email: tender@mespt.org ***Date for Submission: 29th September 2026.*** ***Time for Submission: 12:00 noon [East Africa Time)***
23.1	Other eligibility and mandatory criteria shall be: N/A
23.2.	Minimum Technical Score is: **60 Points**
26.2	For the evaluation, MESPT will include separate items of: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by experts. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized using the itemized list and included in the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by MESPT on behalf of the Consultant.
27.1	The single currency for the conversion of all prices expressed in various currencies into a single one is ***Kenya Shillings.***
30.1 (QCBS only)	The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all other Proposals is calculated as following: Sf = 100 x Fm/ F, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration. The weights given to the Technical (T) and Financial (P) Proposals are: T = ___ [*Insert weight between 0.70 and 0.85*], and P = _____ [*Insert weight between 0.15 and 0.30*] Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%.
30.2 [For Fixed Budget	The budget for this assignment is N/A of all applicable taxes.

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO CONSULTANTS (ITC)
Selection Only]	
D. Negotiations and Award	
32.1	Expected date and address for contract negotiations: Date: October,2026 Address: Westlands, Nairobi.
37.2	Expected date for the commencement of the Services: Date: October 2026 at: *Nairobi.*

PART III: EVALUATION AND QUALIFICATION CRITERIA

Stage 1: Preliminary/Mandatory Evaluation

The following criteria apply for the preliminary/mandatory evaluation. Failure to meet the requirements of the preliminary/mandatory evaluation shall lead to disqualification from the rest of the bidding process.

1) Company profile or CV of the lead engineer (maximum 4 pages)
2) Valid EBK registration certificate and EPRA practitioner licence
3) At least one reference project of comparable scope and scale (solar PV system design; contact details required)
4) Itemised financial proposal clearly separating Deliverable A and Deliverable B fees
5) Proposed methodology and work plan for the design phase

Stage 2: Technical Evaluation

The following criteria shall apply for the technical evaluation. Failure to meet the requirements of the technical evaluation shall lead to disqualification from the rest of the bidding process.

Below is the proposed breakdown of the technical evaluation criteria

	Criteria	**Score**
1	Understanding of the assignment	10 Points
2	Methodology and technical approach	20 points
3	Relevant experience and qualifications with attached references on past performance	20 points
4	Experience in climate and sustainability strategy development	20 points
5	Team composition	10 Points
	Total.	**80 Points**

The minimum technical score (St) required to pass is: *60 points.*

Stage 3: Financial Evaluation

Financial evaluation shall involve comparison of the bid prices of the bidders who pass stage 1 and/or stage 2 and confirmation that the Bidder has quoted for the required items as per the instructions set by MESPT. Thereafter use the award criteria below, Award will be made to the consultant with the highest combined technical & financial score.

Stage 4: Due Diligence Exercise

This stage shall involve confirmation and verification of the requirements and evidence submitted in Stage 1 and Stage 2, e.g. confirmation of previous client references/assignments, confirming validity of mandatory documents, e.t.c. All the processes that shall be involved in the due diligence exercise shall be stated here.

Bidders shall indicate three similar/relevant assignments undertaken in the last 5 years with the contact persons details, email address and phone number

Award Criteria

The following award criteria shall be used

Selection method	**Award Criteria**
QCBS	Award will be made to the consultant with the highest combined technical & financial score

PART IV: FORMATS

FORMAT FOR THE TECHNICAL PROPOSAL

1) Power of Attorney to sign the Proposal.
2) Technical Proposal Submission Form
3) Consultant's Organization and Experience
4) Comments and Suggestions
5) Description of Approach, Methodology and Workplan
6) Work Schedule and Planning for Deliverables
7) Team Composition, Assignment, and Key Experts' Input

FORMAT FOR THE FINANCIAL PROPOSAL (The financial proposal should be password protected)

1. Financial Proposal Submission

2. Summary of Costs (including reimbursable costs and remuneration)

Financial Proposal Submission *[to be filled by the Consultant]*

..... {Location, Date}
To: ..... [Name and address of MESPT]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for..... [*Insert title of assignment*] in accordance with your Request for Proposal dated..... *[Insert Date]* and our Technical Proposal.

Our attached Financial Proposal is for the amount of..... {*Indicate the corresponding to the amount currency*} {*Insert amounts in words and figures*}, including of all taxes.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the Datasheet.

We understand you are not bound to accept any Proposal you receive.
Yours sincerely,

Signature..... *(of Consultant's authorized representative)*

Full name: ..... {*insert full name of authorized representative*} Title: ..... {*insert title/ position of authorized representative*}

Telephone: ..... {*insert the authorized representative's phone number*}

Email: ..... {*insert the authorized representative's email address*}

{*For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached*}

1. **Summary of Costs**

#	Description	Unit of Measure	Quantity	Unit Cost	Total Cost
1.	Cost of the Financial Proposal including remuneration of Consultants	Service			
2.	Reimbursables (if applicable)	Service			
3.	Other Services				
4.	Applicable Taxes	-			
TOTAL (Taken to the Financial Proposal Submission Form Inclusive ALL Taxes)					

- Support staff in developing personal transition plans

b) Career Guidance & Employability

MESPT
MICRO ENTERPRISES SUPPORT PROGRAMME TRUST

PART V: TERMS OF REFERENCE

DEVELOPMENT OF DETAILED ELECTRICAL DESIGNS, SITE-SPECIFIC TECHNICAL DRAWINGS, AND BILLS OF QUANTITIES (BOQ) BY A QUALIFIED ELECTRICAL ENGINEER.

TERMS OF REFERENCE

Electrical Engineer — Solar PV Detailed Design & Bill of Quantities
Digital AgriValue Project | Grant No. MAR/UNEP/BASE-3DEN/PHASEII/013/2026/001

Issuing Organisation	Bamboo Horizons (Lead Technical Partner) on behalf of MESPT
Project	Digital AgriValue — Empowering Kenya's Agri-SMEs through Green Infrastructure, Digital Innovation, and Inclusive Market Access
Donor	Stiftung BASE / UNEP — 3DEN Phase II Programme
Assignment	Detailed Electrical Design, Site-Specific BOQ & Permit-Ready Drawings — 3 Sites
Date of Issue	8 September 2026
Expected Start	September 2026
Duration	Up to 21 days (design phase); up to 21 days (supervision phase — separately quoted)

1. Background

The Digital AgriValue project is a 24-month initiative funded under the 3DEN Phase II Programme (Sustainable Agro-food Solutions Window), supporting three Kenyan agri-SMEs through the installation of solar PV systems, cold chain infrastructure, and related equipment. MESPT is the Grant Recipient and Consortium Lead; Bamboo Horizons serves as Lead Technical Partner.
The technology provider is responsible for supplying and installing solar PV, battery storage, inverters, cold rooms, and related equipment across the three sites. Detailed site-specific electrical designs are required before the technology provider can finalize technical specifications and provide procurement-ready quotations.

2. Objective

The objective of this assignment is to engage a qualified Electrical Engineer to produce detailed electrical designs, site-specific technical drawings, and Bills of Quantities (BOQ) for solar PV and associated systems across three SME sites. Outputs must be of sufficient detail to:

- Enable the technology provider to provide accurate, itemised procurement quotations
- Support NEMA ESIA technical annexes and county building permit applications
- Comply with IEC standards as specified in the Grant Agreement (Annex H, Del 2.1)
- Serve as reference documents for installation, commissioning, and audit purposes

3. Sites & System Specifications

The Engineer shall cover the following three sites. System parameters are drawn from the approved Technical Specifications Table (Digital AgriValue Project):

SME / Value Chain	PV Capacity	Panels (625W)	Battery (kWh)	Inverter	Generation (MWh/yr)	Key Components
Stir Me Ltd Tea Processing	30 kWp	48 panels	75–80.6 kWh Li-ion	30 kVA charger	48 MWh	Victron MPPT controllers, WeCo batteries, switchgear, AC/DC cabling, mounting structures
Wedgehut Foods Ltd Potato Cold Chain	45 kWp	72 panels	100–107.4 kWh Li-ion	30 kVA charger	72 MWh	Lithium battery bank, MPPT controllers, electrical integration, protection systems
Barrinate Farms Ltd Avocado Packhouse	45 kWp	72 panels	100–107.4 kWh Li-ion	30 kVA charger	72 MWh	PV hybrid system, 50-ton cold room (compressors, condensers, evaporators), sorting & grading & packing line

4. Scope of Work

4.1 Core Design Deliverables

The Engineer shall produce the following for each of the three sites:

- Site-specific solar PV system designs — panel layout, orientation, tilt angle, shading analysis
- Single-line electrical diagrams (SLD) per site
- Load calculations and PV sizing verification against approved specifications
- Battery storage sizing verification and connection schematics
- Inverter and MPPT controller selection, wiring and protection specs
- Mounting structure design specifications (roof or ground-mounted as applicable, with wind and load ratings)
- AC/DC cabling schedules — cable sizes, routes, lengths, termination details
- Switchgear, protection devices, surge arresters, and earthing/lightning protection design
- Grid-tie or hybrid configuration specifications where applicable
- Baseline load measurement: installation of 3-phase energy/power loggers at each site's main distribution board for a minimum 5–7-day logging period, capturing real demand profiles, peak/inrush of refrigeration and processing plant, and daily energy consumption, to underpin battery, inverter and PV sizing.
- Site survey: measured roof/ground dimensions, orientation and tilt, structural condition, and cable-route lengths for containment and cable-schedule accuracy.

4.2 Site-Specific Technical Requirements

Barrinate Farms Ltd (Avocado Packhouse — Siaya)

- Integrate PV design with 50-ton cold room power requirements (compressors, condensers, evaporators)
- Electrical supply design for sorting, grading and packing line machinery
- Coordinate tie-in points with civil/packhouse structure (civil works are outside 3DEN scope)

Wedgehut Foods Ltd (Cold Storage — Nairobi)

- Cold storage load integration — compressor and refrigeration equipment electrical supply
- IoT sensor power provision points within cold room

Stir Me Ltd (Tea Processing — Nairobi)

- Tea processing equipment load assessment and integration
- WeCo battery bank wiring and BMS interface specifications
- Traceability system power provision points

4.3 Bill of Quantities (BOQ)

- Itemised BOQ for each site covering: panels, cables, conduits, mounting hardware, protection devices, earthing materials, switchgear
- Quantities formatted to match grant budget line items to enable direct comparison with technology provider quotations
- Unit rate schedule to support procurement evaluation

4.4 Permit-Ready Drawings

Per site, the drawing set shall include: overall site layout plan; PV array layout (roof/ground) with tilt and orientation; equipment/battery room general arrangement; cable route and containment layout; and single-line diagram (SLD) — all in CAD and PDF, to IEC and EPRA drawing conventions.

- NEMA ESIA technical annexes — electrical and energy system descriptions per site
- County building permit electrical drawings (Wedgehut — Nairobi; Barrinate — Siaya)
- EPRA compliance documentation for all solar PV installations
- All drawings shall comply with IEC standards as specified in Grant Agreement Annex H (Del 2.1) and EPRA requirements

4.5 IoT & Monitoring Interface

- Identify and specify power provision points for IoT sensors and gateways at each site
- Metering points for energy generation and consumption monitoring (feeds MEL dashboard KPIs)

5. Required Outputs

#	Output	Purpose	Timeline
1	Detailed electrical design drawings (CAD/PDF) — 3 sites	Technology provider procurement & installation reference	**Week 3**
2	Site-specific BOQ with unit rate schedule	Procurement evaluation & technology provider quotation	**Week 3**
3	Technical specifications document per site	Annex H Del 2.1 compliance; audit record	**Week 3**
4	Permit-ready drawings (NEMA, county, EPRA)	Regulatory approvals — critical path	**Week 3**
5	Technology-provider-ready procurement schedule	Enable itemised equipment quotations	**Week 3**
6	Final design report consolidating all sites	Donor reporting; baseline study input (Del 7.3a)	**Week 3**

6. Required Qualifications

- Registered Electrical Engineer — Engineers Board of Kenya (EBK)
- Demonstrable experience in solar PV system design (minimum 3 completed projects of comparable scale)
- Proficiency in AutoCAD or equivalent for electrical drawings
- Familiarity with NEMA, EPRA, and county permitting requirements
- Experience with off-grid / hybrid solar systems and battery storage integration
- Knowledge of IEC standards for PV systems

7. Variation to Scope

The parties acknowledge that site conditions, load assessments, or regulatory requirements encountered during the assignment may necessitate adjustments to the scope described above. The following provisions apply:

- Any proposed variation to scope must be submitted in writing to Bamboo Horizons / MESPT with a clear description of the reason, impact on deliverables, and cost implication before work on the varied scope commences.
- Variations will be considered where they arise from site conditions that could not reasonably have been anticipated at the time of this TOR, or where regulatory bodies require additional technical content not specified herein.
- Approved variations will be documented in a written addendum signed by both parties. No additional compensation will be payable for scope variations not approved in advance.
- The Engineer is encouraged to flag potential scope risks during an inception meeting prior to commencing field work, so that variation risk is minimised.

8. Reporting & Supervision

The Engineer will report directly to Bamboo Horizons (Lead Technical Partner) with copies to MESPT. Progress updates shall be provided weekly. All outputs shall be submitted in both editable (CAD/Word/Excel) and PDF formats.

9. Deliverable B — Supervision, Inspection & Certificate of Completion

This deliverable shall be quoted separately from the design and BOQ fee (Deliverable A). The Engineer shall provide on-site supervision and inspection services during and immediately following installation of the solar PV systems and associated equipment by the technology provider across the three sites.

9.1 Scope of Supervision & Inspection

- Conduct periodic site visits at each of the three sites during the installation phase to monitor progress and workmanship
- Inspect installed works against the approved BOQ, installation drawings, and technical specifications produced under Deliverable A
- Witness and document commissioning and functional tests for each system
- Identify defects, non-conformances, or deviations from the approved design and issue a snagging list to the Client
- Confirm that all identified snagging items have been closed prior to issuing the completion certificate
- Sign-off criteria: compliance with IEC PV system installation standards and EPRA requirements as applicable

9.2 Key Output

- Interim inspection reports per site visit (submitted within 48 hours of each visit)
- Final consolidated Certificate of Completion — issued once all three sites have passed inspection and all snags are closed

9.3 Timing

The supervision and inspection phase shall not exceed twenty-one (21) calendar days from the commencement of installation works at the first site. The Engineer shall coordinate directly with the technology provider and Bamboo Horizons on the installation programme to schedule site visits accordingly.

10. Commercial Terms & Submission Requirements

10.1 Pricing

- Bidders shall submit two separately priced line items: (i) Deliverable A — Design, BOQ & Permit Drawings; and (ii) Deliverable B — Supervision, Inspection & Certificate of Completion.

- All quoted fees must be tax-inclusive, incorporating VAT and withholding tax where applicable under Kenyan law. No additional taxes or levies will be accepted after award.
- Payment for Deliverable A: 20% inception / 40% on submission of Week-3 designs and BOQ / 40% on acceptance of the final design report.
- Payment for Deliverable B: 50% on commencement of the supervision phase / 50% on issuance of the Certificate of Completion.

10.2 Quote Validity
Submitted quotes shall remain valid and binding for ninety (90) calendar days from the submission deadline.

10.3 Revision Rounds
The Deliverable A fee includes up to two (2) rounds of revisions to the design drawings and BOQ following Client review. Additional revision rounds requested beyond this limit will be subject to a separately agreed fee.

10.4 Exclusions from Scope
The following are expressly outside the scope of this TOR and shall not be included in the quoted fee:
- Procurement or supply of any equipment, materials, or components
- Civil, structural, or building works
- Installation or commissioning works (these are the technology provider's responsibility)
- NEMA EIA full study or environmental audit — only technical annexes and energy system descriptions are required

10.5 Submission Requirements
Bids shall include the following:
- Company profile or CV of the lead engineer (maximum 4 pages)
- Valid EBK registration certificate and EPRA practitioner licence
- At least one reference project of comparable scope and scale (solar PV system design; contact details required)
- Itemised financial proposal clearly separating Deliverable A and Deliverable B fees
- Proposed methodology and work plan for the design phase

10.6 Clarifications
All requests for clarification must be submitted in writing to procurement@mespt.org. Responses will be shared with all prospective bidders and shall be accessed from Clarifications. No requests for clarifications will be accepted after 22nd September 2026.

10.7 Evaluation Criteria
Bids will be evaluated on the following weighted criteria:

	Criteria	**Score**
1	Understanding of the assignment	10 Points
2	Methodology and technical approach	20 points
3	Relevant experience and qualifications with attached references on past performance	20 points
4	Experience in climate and sustainability strategy development	20 points
5	Team composition	10 Points
	Total.	**80 Points**

Minimum pass score is 60 points.

10.8 Intellectual Property
All drawings, designs, BOQs, reports, and other outputs produced under this TOR shall vest in and remain the property of the Client (Bamboo Horizons / MESPT) upon full payment of the applicable fee. The Engineer shall have no right to use, reproduce, or disclose such outputs without the Client's prior written consent.

10.9 Governing Law

This TOR and any contract arising from it shall be governed by and construed in accordance with the laws of the Republic of Kenya.

14. Proposal Submission Deadline

Potential bidders are therefore required to respond to the TOR with both a technical and financial proposal detailing how they will carry out this assignment. The financial proposal should be explicitly detail the consultancy fees, covering their daily professional fees and all the necessary logistical support (up to and including validation workshops) while taking into consideration the applicable tax implications. The technical and financial proposal should be emailed to tender@mespt.org on or before 29th September 2026 by 1200pm. Clarifications should be sent to procurement@mespt.org by latest 22nd September 2026, and responses will be given within 1 day.

CONDITIONS

i. MESPT reserves the right to accept or reject any proposal.
ii. Any canvassing will lead to automatic cancellation of the submitted proposal

PART VI: STANDARD BIDDING FORMS *(to be filled by the Consultant)*

11.0 Supplier 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 you will be sanctioned from future bids by MESPT if you 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.
……

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

Name of your bankers …….. Branch
……

Part 2 (a) – Sole Proprietor

Your name in full …….. Age ……..

Nationality …… Country of origin …….

Citizenship details …….

Part 2 (b) Partnership

Given details of partners as follows:

Name	Nationality	Citizenship Details	Shares

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.

12.0 Consultant's Representatives and Key Personnel Schedule
(To be used for Consulting Firms only)

1.	**Title of position:** *(Insert title)*	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
2.	**Title of position:** *(Insert title)*	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
3.	**Title of position:** *(Insert title)*	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]

	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
4.	**Title of position:** *(Insert title)*	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
5.	**Title of position:** *[insert title]*	
	Name of candidate	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]

13.0 Declaration

[to be filled and submitted by the Key Experts of the Consultant]

I, the undersigned **Key Expert** certify that to the best of my knowledge and belief, the information contained in this Form correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:-

Commitment	**Details**
Commitment to duration of contract:	*[insert period (start and end dates) for which this Consultant's Representative or Key Personnel is available to work on this contract]*
Time commitment:	*[insert period (start and end dates) for which this Consultant's Representative or Key Personnel is available to work on this contract]*

I understand that any misrepresentation or omission in this Form may:

a) be taken into consideration during bid evaluation;

b) result in my disqualification from participating in the bid;

c) result in my dismissal from the contract.

Name of Consultant's Representative or Key Personnel:_____[*insert name*]

Signature:_____

_____

Date: (day month year):

_____

_____

Signature of authorized representative of the Bidder:

Signature:____ Date: (day month year): ____

1. CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION

I, the undersigned, in submitting the accompanying TECHNICAL PROPOSAL SUBMISSION FORM to the_____*[Name of Procuring Entity]* for:_____*[Name and number of tender]*in response to the request for tenders made by:_____

_____*[Name of Tenderer]* do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of_____*[Name of Tenderer] that*:

1. I have read and I understand the contents of this Certificate;

2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am the authorized representative of the Tenderer with authority to sign this Certificate,and to submit the Tender on behalf of the Tenderer;

4. For the purposes of this Certificate and the Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
   - Has been requested to submit a Tender in response to this request for tenders;
   - could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;

5. The Tenderer discloses that [check one of the following, as applicable]:
   - The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
   - The Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements.

6. In particular, without limiting the generality of paragraphs(5)(a) or (5) (b)above, therehas been no consultation, communication, agreement or arrangement with any competitor regarding:
   - prices;
   - methods, factors or formulas used to calculate prices;
   - the intention or decision to submit, or not to submit, a proposal; or
   - the submission of a proposal which does not meet the specifications of the request for proposals; except as specifically disclosed pursuant to paragraph(5)(b) above;

7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, speciation's or delivery particulars of the works or services to which this RFP relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph(5)(b) above;

8. The terms of the RFP have not been, and will not be, knowingly disclosed by the Consultant,

directly or indirectly, to any competitor, prior to the date and time of the official proposed opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specially disclosed pursuant to paragraph(5)(b) above.

Name_____

Title_____

Signature_____

Date_____

[Name, title and signature of authorized agent of Consultant and Date]

PART VII: GENERAL CONDITIONS OF CONTRACT

A. Definitions

1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

a) **"Applicable Law"** means the laws and any other instruments having the force of law in Kenya as specified in the PCC.

b) **"The Buyer"** means Micro and Small Enterprises Support Program (MESPT) that signs the Contract for the Services with the Selected Consultant.

c) **"Consultant"** means a legally - established professional consulting firm or entity selected by The Buyer to provide the Services under the signed Contract.

d) **"Contract"** means the legally binding written agreement signed between The Buyer and the Consultant and which includes all the attached documents listed in the Form of Contract (the General Conditions (GCC), the Particular Conditions (PCC), and the Appendices).

e) **"Day"** means a business/working day unless indicated otherwise.

f) **"Effective Date"** means the date on which this Contract comes into force and effect.

g) **"Experts"** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.

h) **"Foreign Currency"** means any currency other than the Kenya Shilling.

i) **"GCC"** means these General Conditions of Contract.

j) **"Government"** means the Government of Kenya.

k) **"Joint Venture (JV)"** means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to The Buyer for the performance of the Contract.

l) **"Key Expert(s)"** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken in to account in the technical evaluation of the Consultant's proposal.

m) **"Local Currency"** means the Kenya Shilling.

n) **"Non-Key Expert(s)"** means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.

o) **"Party"** means The Buyer or the Consultant, as the case may be, and "Parties" means both.

p) **"PCC"** means the Particular Conditions of Contract by which the GCC may be amended or supplemented but not over-written.

q) **"Services"** means the work to be performed by the Consultant pursuant to this Contract as described in the Terms of Reference of the particular tender.

r) **"Sub-consultants"** means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.

s) **"Third Party"** means any person or entity other than The Buyer, the Consultant or a Sub-consultant.

B. Relationship between the Parties

a. Nothing contained here in shall be construed as establishing a relationship of master and servant or of principal and agent as between The Buyer and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by the moron their behalf here under.

C. Law Governing Contract

a. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of Kenya.

D. Language

a. This Contract has been executed in the language specified in the PCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

E. Headings

a. The headings shall not limit, alter or affect the meaning of this Contract.

F. Communications

a. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in English language. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the PCC.

b. A party may change its address for notice here under by giving the other Party any communication of such change to the address specified in the PCC.

G. Location

7.1. The Services shall be performed at such locations as are specified in the Terms of Reference of the Tender document here to and, where the location of a particular task is not so specified, at such locations, whether in Kenya or elsewhere, as The Buyer may approve.

H. Authority of Member in Charge

a. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the PCC to act on their behalf in exercising all the Consultant's rights and obligations towards The Buyer under this Contract, including without limitation the receiving of instructions and payments from The Buyer.

I. Authorized Representatives

9.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by The Buyer or the Consultant may be taken or executed by the officials specified in the PCC.

J. Corrupt and Fraudulent Practices

10.1 The Buyer requires compliance with its policy and code of ethics in regard to corrupt and fraudulent or prohibited practices as set forth in its policy and code of ethics

a. Commissions and Fees

10.2 The Buyer requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or the other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract by The Buyer.

K. Effectiveness of Contract

a. This Contract shall come into force and effect on the date (the "Effective Date") of The Buyer's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the PCC have been met.

L. Termination of Contract for Failure to Become Effective

12.1 If this Contract has not become effective within such time period after the date of Contract signature as specified in the PCC, either Party may, by not less than twenty-two (22) days written notice to the other Party, declare this contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

M. Commencement of Services

13.1 The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the PCC.

N. Expiration of Contract

14.1 Unless terminated earlier pursuant to the GCC hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the PCC.

O. Entire Agreement

15.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

P. Modifications or Variations

16.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

Q. Force Majeure

a. Definition

17.1 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations here under impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by the Government or Government Agencies.

17.2 Force Majeure shall not include (i) any event which is caused by then negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations here under.

17.3 Force Majeure shall not include insufficient funds or failure to make any payment required here under.

b. No Breach of Contract

17.4 The failure of a Party to fulfill any of its obligations here under shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be taken

17.5 A party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

17.7 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

17.8 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by The Buyer, shall either:

a demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by The Buyer, in reactivating the Services; or

b Continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to the GCC.

R. Suspension

a. The Buyer may, by written notice of suspension to the Consultant, suspend all payments to the Consultant here under if the Consultant fails to per for many of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

S. Termination

a. This Contract may be terminated by either Party as per provisions set up below:

a. By The Buyer

i. The Buyer may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence, The Buyer shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (e) and at least five (5) calendar days' written notice in case of the event referred to in (f):

a If the Consultant fails to remedy a failure in the performance of its obligations here under, as specified in a notice of suspension pursuant to the GCC.

b If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

c If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to the GCC.

d If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

e If The Buyer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

f If the Consultant fails to confirm availability of Key Experts as required in the GCC.

ii. Furthermore, if The Buyer determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive [or obstructive] practices, in competing for or in executing the Contract, then The Buyer may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

d. By the Consultant

i. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to The Buyer, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

a If The Buyer fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to the GCC within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.

b If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.

c If The Buyer fails to comply with any final decision reached as a result of arbitration pursuant to the GCC.

d If The Buyer is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by The Buyer of the Consultant's notice specifying such breach.

T. Cessation of Rights and Obligations

a. Upon termination of this Contract pursuant to the GCC hereof, or upon expiration of this Contract, all rights and obligations of the Parties here under shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the

obligation of confidentiality set forth in the GCC, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in the GCC, and (iv) any right which a Party may have under the Applicable Law.

U. Cessation of Services

a. Upon termination of this Contract by notice of either Party to the other, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by The Buyer, the Consultant shall proceed as provided, respectively by the GCC.

V. Payment upon Termination

a) Upon termination of this Contract, The Buyer shall make the following payments to the Consultant:

   i. Remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination;

   ii. Reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

W. Obligations of the Obligations

a. Standard of Performance

a. The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to The Buyer, and shall at all times support and safeguard The Buyer's legitimate interests in any dealings with the third parties.

b. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

c. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub- consultants as may be approved in advance by The Buyer. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

b. Law Applicable to Services

d. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

e. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in Kenya when;

   a As a matter of law or official regulations, Kenya prohibits commercial relations with that

country; or

b By an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

f. The Buyer shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

X. Conflict of Interests

a. The Consultant shall hold The Buyer's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

a. Consultant Not to Benefit from Commissions, Discounts, etc.

b. The payment of the Consultant shall constitute the Consultant's only payment in connection with this Contract and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations here under, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

c. Furthermore, if the Consultant, as part of the Services, has the responsibility of advising The Buyer on the procurement of goods, works or services, shall at all times exercise such responsibility in the best interest of The Buyer. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Buyer.

b. Consultant and Affiliates Not to Engage in Certain Activities

d. The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub- consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

c. Prohibition of Conflicting Activities

e. The Consultant shall not engage and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

d. Strict Duty to Disclose Conflicting Activities

f. The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Buyer, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

Y. Confidentiality

a. Except with the prior written consent of The Buyer, the Consultant and the Experts shall not

at any time communicate to any person or entity any confidential information acquired in the course of the services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or because of, the Services.

Z. Liability of the Consultant

a. Subject to additional provisions, if any, set forth in the PCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.

AA. Insurance to be taken out by the Consultant

a. The Consultant (I) shall takeout and maintain and shall cause any Sub-consultants to takeout and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by The Buyer, insurance against the risks, and for the coverage specified in the PCC, and (ii) at The Buyer's request, shall provide evidence to The Buyer showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in the GCC.

BB. Accounting, Inspection and Auditing

a. The Consultant shall keep and shall make all reasonable efforts to cause its sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

25.2. The Consultant shall permit and shall cause its Sub-consultants to permit MESPT to inspect the Site and /or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by MESPT.

CC. Reporting Obligations

a. The Consultant shall submit to the Buyer the reports and documents specified in the Terms of Reference and this GCC in the form, in the numbers and within the time periods set forth in Terms of Reference of the Tender.

DD. Proprietary Rights of the Buyer in Reports and Records

a. Unless otherwise indicated in the PCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for The Buyer in the course of the Services shall be confidential and become and remain the absolute property of The Buyer. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to The Buyer, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of The Buyer.

b. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain The Buyer's prior written approval to such agreements, and The Buyer shall be entitled at its discretion to require recovering the expenses

related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the PCC.

EE. Equipment, Vehicles and Materials

a. Equipment, vehicles and materials made available to the Consultant by The Buyer, or purchased by the Consultant wholly or partly with funds provided by The Buyer, shall be the property of The Buyer and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to The Buyer an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with The Buyer's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by The Buyer in writing, shall insure the mat the expense of The Buyer in an amount equal to their full replacement value.

b. Any equipment or materials brought by the Consultant or its Experts into, as applicable.

FF. Description of Key Experts

a. The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts have been described in the tender document.

b. If additional work is required beyond the scope of the Services specified in the Terms of Reference of the tender, the estimated time-input for the Key Experts may be increased by agreement in writing between The Buyer and the Consultant. In case where payments under this Contract exceed the ceilings set forth in the contract, the Parties shall sign a Contract amendment.

GG. Replacement of Key Experts

a. Except as The Buyer may otherwise agree in writing, no changes shall be made in the Key Experts.

b. Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical in capacity. In such case, the Consultant shall forth with provide as are placement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

HH. Approval of Additional Key Experts

a. If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to The Buyer for review and approval a copy of their Curricula Vitae (CVs). If The Buyer does not object in writing (stating the reasons for the objection) within twenty-two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by The Buyer.

II. Removal of Experts or Sub-consultants

a. If The Buyer finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall The Buyer determine that Consultant's Expert or Sub-consultant has engaged in corrupt, fraudulent, collusive, coercive, or

obstructive practice while performing the Services, the Consultant shall, at The Buyer's written request, provide a replacement.

b. In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by The Buyer to be in competent or in capable in discharging assigned duties, The Buyer, specifying the grounds therefore, may request the Consultant to provide a replacement.

c. Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to The Buyer.

JJ. Replacement/ Removal of Experts–Impact on Payments

a. Except as The Buyer may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

KK. Working Hours, Overtime, Leave, etc.

a. Working hours and holidays for Experts are as defined in the Republic of Kenya. To account for travel time to/from Kenya, experts carrying out Services inside Kenya shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, Kenya as specified in the terms of reference.

b. The Experts shall not be entitled to be paid for overtime nor take paid sick leave or vacation leave except as specified in the Terms of Reference and the Consultant's remuneration shall be deemed to cover these items.

c. Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

LL. Obligations of the Buyer

Assistance and Exemptions

a. Unless otherwise specified in the PCC, The Buyer shall use its best efforts to:

   a Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.

   b Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Kenya while carrying out the Services under the Contract.

   c Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.

   d Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.

   e Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any

permit to practice their profession or to establish themselves either individually or as a corporate entity in Kenya according to the applicable law in Kenya.

f Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in Kenya, of bringing into Kenya reasonable amounts of foreign currency for the purposes of the services or for the personal use of the Experts and of withdrawing any such amounts as may be earned there in by the Experts in the execution of the Services.

g Provide to the Consultant any such other assistance as may be specified in the PCC.

MM. Access to Project Site

a. The Buyer warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Buyer will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

NN. Change in the Applicable Law Related to Taxes and Duties

a. If, after the date of this Contract, there is any change in the applicable law in Kenya with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in the GCC.

OO. Services, Facilities and Property of The Buyer

a. The Buyer shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference at the times and in the manner specified in the said Terms of Reference.

b. In case that such services, facilities and property shall not be made available to the Consultant as and when specified in the Terms of Reference, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof.

PP. Counterpart Personnel

a. The Buyer shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by The Buyer with the Consultant's advice, if specified in the Terms of Reference.

b. If counterpart personnel are not provided by The Buyer to the Consultant as and when specified in the Terms of Reference, The Buyer and the Consultants hall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by The Buyer to the Consultant as a result thereof.

c. Professional and support counterpart personnel, excluding the Buyer's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and The Buyer shall not unreasonably refuse to act upon such request.

QQ. Payment Obligation

a. In consideration of the Services performed by the Consultant under this Contract, The Buyer shall make such payments to the Consultant and in such manner as provided in the Terms of Reference and the GCC hereof.

RR. Payments to the Consultant

Ceiling Amount

a. An estimate of the cost of the Services is set forth in the contract.

b. Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the PCC.

c. For any payments in excess of the ceilings specified herein, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

SS. Remuneration and Reimbursable Expenses

a. The Buyer shall pay to the Consultant

i. Remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and

ii. Reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.

b. All payments shall be at the rates set forth in the Contract.

c. Unless the PCC provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.

d. The remuneration rates shall cover:

i. Such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads),

ii. The cost of backstopping by home office staff not included in the Experts list the Consultant's profit, and

iii. Any other items as specified in the PCC.

e. Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of The Buyer, once the applicable remuneration rates and allowances are known.

TT. Taxes and Duties

a. The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the PCC.

UU. Currency of Payment

a. Any payment under this Contract shall be made in the currency or currencies specified in the PCC.

VV. Mode of Billing and Payment

a. Billing and payments in respect of the Services shall be made as follows:

a *Advance payment*. Within the number of days after the Effective Date, The Buyer shall pay to the Consultant an advance payment where specified in the PCC. Unless otherwise indicated in the PCC, an advance payment shall be made against an advance payment bank guarantee acceptable to The Buyer in an amount (or amounts) and in a currency (or currencies) specified in the PCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off. The advance payments will be set off by The Buyer in equal installments against the statements for the number of months of the Services specified in the PCC until said advance payments have been fully setoff.

b *The Itemized Invoices.* As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the PCC, the Consultant shall submit to The Buyer, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable such interval, or any other period indicated in the PCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.

c *The Buyer shall pay the Consultant's invoices* within the period specified in the PCC after the receipt by The Buyer of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, The Buyer may add or subtract he difference from any subsequent payments.

d *The Final Payment*: The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by The Buyer. The Services shall be deemed completed and finally accepted by The Buyer and the final report and final invoice shall be deemed approved by The Buyer as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by The Buyer unless The Buyer, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that The Buyer has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to The Buyer within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by The Buyer for reimbursement must be made within twelve (12)

Calendar month s after receipt t by The Buyer of a final report and a final invoice approved by The Buyer in accordance with the above.

e All payments under this Contract shall be made to the accounts of the Consultant specified in the PCC.

f With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations here under.

WW. Interest on Delayed Payments

a. If The Buyer had delayed payments beyond thirty (30) days after the due date, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the PCC.

80 Fairness and Good Faith

XX. Good Faith

a. The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

81 Settlement of Disputes

YY. Amicable Settlement

a. The Parties shall seek to resolve any dispute amicably by mutual consultation.

b. If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will considerate and responds in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Dispute Resolution shall apply.

ZZ. Dispute Resolution

a. Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions in the PCC.

PART VIII: PARTICULAR CONDITIONS OF CONTRACT (PCC)

The following Particular Conditions of Contract (PCC) shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract (GCC).

(Amend the provisions of the PCC below as may be appropriate)

Number of GCC Clause	**Amendments of, and Supplements to, Clauses in the General Conditions of Contract**
1.1(a)	The Contract shall be construed in accordance with the Laws of Kenya
4.1	The language is English
6.1 and 6.2	The addresses are ***[fill in at negotiations with the selected firm]*:** The Buyer: _____ Attention: _____ E-mail: _____ Consultant: _____ Attention: _____ E-mail: _____
8.1	*[Note: If the Consultant consists only of one entity, state "Not Applicable";* *OR* The Lead Member on behalf of the JV is _____ *[insert name of the member]*
9.1	The Authorized Representatives are: For The Buyer: *[name, title]*____ For the Consultant: *[name, title]*____
11.1	The effectiveness conditions are the following: *[insert "Not Applicable" or list the conditions]*
12.1	Termination of Contract for Failure to Become Effective:

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	The period shall be _____ *[insert period, e.g.: four months]*.
13.1	Commencement of Services: The number of days shall be_____ *[e.g.: ten]*. Confirmation of Key Experts' availability to start the Assignment shall be submitted to The Buyer in writing as a written statement signed by each Key Expert.
14.1	Expiration of Contract: The period shall be _____ *[insert time period, e.g.: twelve months]*.
26.1	**No additional provisions.** ***[OR:*** The following limitation of the Consultant's Liability towards The Buyer can be subject to the Contract's negotiations: "Limitation of the Consultant's Liability towards The Buyer: (a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to The Buyer's property, shall not be liable to The Buyer: i. for any indirect or consequential loss or damage; and ii. for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract; (b) This limitation of liability shall not i. affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services; ii. be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law.
27.1	The insurance coverage against the risks shall be as follows: *[Note: Delete what is not applicable except (a)].*

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	(a) Professional liability insurance, with a minimum coverage of _____ *[insert amount and currency which should be not less than the total ceiling amount of the Contract]*; (b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in The Buyer's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of *in accordance with the applicable law in Kenya* (c) Third Party liability insurance, with a minimum coverage of *in accordance with the applicable law in The Buyer's country.* (d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in The Buyer's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
30.1	*[If applicable, insert any exceptions to proprietary rights provision_____]*
30.2	*[If there is to be no restriction on the future use of these documents by either Party, this Clause should be indicated "Not Applicable". If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:* *[*The Consultant shall not use these *[insert what applies…… documents and software……]* for purposes unrelated to this Contract without the prior written approval of The Buyer.] *OR* [The Buyer shall not use these *[insert what applies……. documents and software……..]* for purposes unrelated to this Contract without the prior written approval of the Consultant.] *OR* *[*Neither Party shall use these *[insert what applies……. documents and software……..]* for purposes unrelated to this Contract without the prior written approval of the other Party.*]*

Number of GCC Clause	**Amendments of, and Supplements to, Clauses in the General Conditions of Contract**
38.1(g)	*[List here any other assistance to be provided by The Buyer. If there is no such other assistance, indicate "Not Applicable" for this Clause PCC 34.1(g).]*
44.2	***[delete the currency that is not applicable]*** The ceiling in foreign currency is: _____ *[insert amount and currency] [indicate:* inclusive *or* exclusive*]* of local indirect taxes. The ceiling in local currency is: _____ *[insert amount and currency] [indicate:* inclusive *or* exclusive] of local indirect taxes. Any local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall *[insert as appropriate:* "be paid" *or* "reimbursed"*]* by The Buyer *[insert as appropriate:* "for" or "to"*]* the Consultant. The amount of such taxes is _____ *[insert the amount as finalized at the Contract's negotiations on the basis of the amounts provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.]*
45.3	Price adjustment on the remuneration …….. *[insert* "applies" *or* "does not apply"*]* *If the price adjustment applies, indicate the formula and procedure to be used for the adjustments.*
45.4(iii)	The other remuneration items are: *[specify where applicable]*
47.1	The currency or currencies of payment shall be the following: *[list currency(ies) which should be the same as in the Financial Proposal, Form FIN-2]*
48.1(a)	*[The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies)]* The following provisions shall apply to the advance payment and the advance bank payment guarantee: (1) An advance payment [of *[insert amount]* in foreign currency] [and of *[insert amount]* in local currency] shall be made within *[insert number]* days after the Effective Date. The advance payment will be set off by The Buyer in equal installments against the statements for the first *[insert number]* months of the Services until the advance payment has been fully set off.

Number of GCC Clause	**Amendments of, and Supplements to, Clauses in the General Conditions of Contract**
	(2) The advance bank payment guarantee shall be in the amount and in the currency of the currency (ies) of the advance payment.
48.1(b)	*[Indicate "Not Applicable" for this Clause PCC 48.1(b) if the Consultant shall have to submit its itemized statements monthly. Otherwise, the following text can be used to indicate the required intervals:* The Consultant shall submit to The Buyer itemized statements at time intervals of _____ *[e.g. "every quarter", "every six months", "every two weeks", etc.].*
48.1(e)	The accounts of the Consultant are: for foreign currency: *[insert account]*. for local currency: *[insert account]*.
49.1	The interest rate is: *[indicate whether it's applicable or not applicable. If not applicable, please indicate the rate]*.
52.1	Disputes shall be settled by arbitration by the Nairobi Centre for International Arbitrations.

Form of Contract

This CONTRACT (herein after called the "Contract") is made the *[day]* day of the month of *[month],[year]*, between, on the one hand, ***[Micro Enterprises Support Programme Trust, MESPT]*** (herein after called the "The Buyer") and, on the other hand, *[name of Consultant]*(hereinafter called the" Consultant").

WHEREAS

a) The Buyer has requested the Consultant to provide certain Services as defined in the General Conditions of Contract attached to this Contract (herein after called the "Services");

b) the Consultant, having represented to the Buyer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of……;

1. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.

    a) The Letter of Acceptance

    b) The Financial Proposal Submission Form

    c) The Addenda Nos.__(if any)

    d) Particular Conditions of Contract

    e) General Conditions of Contract

    f) The Terms of Reference

    g) The Summary of Costs

    h) Any other document listed in GCC as forming part of the Contract

    b) In consideration of the payments to be made by The Buyer to the Consultant as specified in this Agreement, the Supplier hereby covenants with The Buyer to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

2. The mutual rights and obligations of the Buyer and the Consultant shall be as set forth in the Contract, in particular:

    a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and

    b) The Buyer shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the Laws of Kenya on the day, month and year indicated above.

For and on behalf of **Micro Enterprises Support Programme Trust**

Signed:_____*[insert signature]*

in the capacity of_____*[insert title or other appropriate designation]* In the presence of_____*[insert identification of official witness]*

For and on behalf of the Consultant

Signed:_____*[insert signature of authorized representative(s) of the Consultant]* in the capacity of_____*[insert title or other appropriate designation]* in the presence of_____*[insert identification of official witness]*