



# **KENYA FERRY SERVICES LIMITED**

## **REQUEST FOR PROPOSALS FOR PROVISION OF CONSULTANCY SERVICES FOR FERRY INSPECTION SERVICES.**

**(INSPECTION AND VALUE FOR  
MONEYASSESSMENT)**

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**TENDER NO.KFS/FIMA/03/05/2018**

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## **SECTION I - LETTER OF INVITATION**

To [name and address of consultant]

Date

Dear Sir/Madam,

1.1 Kenya Ferry Services Ltd invites proposals for Provision of ferry inspection and assessment services for the Design Build Supply and commissioning of Ferry works. More details of the services are provided in the terms of reference herein.

1.2 The request for proposal (RFP) includes the following documents;

- Section I - Letter of invitation
- Section II - Information to Consultants
- Section III - Terms of reference
- Section IV - Technical proposal
- Section V - Financial proposal
- Section VI - Standard Forms

1.3 On receipt of this RFP please inform us

- (a) that you have received the letter of invitation; and
- (b) whether or not you will submit a proposal for the assignment

Yours Sincerely,

**Procurement & Supplies Manager**  
**For: MANAGING DIRECTOR**

**SECTION II - INFORMATION TO CONSULTANTS**

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## **SECTION II - INFORMATION TO CONSULTANTS**

### **2.1 Introduction**

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

### **2.2 Clarification and amendment to the RFP documents**

- 2.2.1 Consultants may request clarification of any of the RFP documents not later than Seven (7) days before the deadline for the submission of the proposals. Any request for clarification must be sent in writing by post, fax or email to the procuring entity's address indicated in the special conditions of contract. The

procuring entity will respond by post, fax or email to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all individual consultants invited to submit proposals.

- 2.2.2 At any time before the deadline for submission of the proposals, Kenya Ferry Services may for any reason; either at its own initiative or in response to a clarification requested by an intended Consultant/s amends the RFP. Any amendment shall be issued in writing, fax or email to all invited individual consultants and will be binding on them. The procuring entity may at its discretion extend the deadline for the submission of the proposals.
- 2.2.3 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.
- 2.2.4 Kenya Ferry Services shall reply to and clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

### **2.3 Preparation of proposals**

- 2.3.1 The individual consultant's proposal shall be written in English language.
- 2.3.2 In preparing the Technical proposal, the individual consultants are expected to examine the documents consisting the RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 2.3.3 While preparing the Technical proposal, the Consultants must give particulars attention to the following:
  - (a) If Consultant considers that he/she does not have all the expertise required for the assignment he/she may suggest in the proposals other individual(s) who will assist in the assignment but they will not be party to the contract for the purpose of the performance of the assignment. A Consultant will not propose other individual consultants invited to submit proposals for the assignment. Any Consultants in contravention of this requirement shall automatically be disqualified.
  - (b) For all the staff who will be involved in the exercise of the proposals to consultant must indicate their responsibility in the assignment and also the staff time as necessary.
  - (c) The curriculum vitae (CV) of the staff proposed must be submitted with the proposal.
- 2.3.4 The Technical proposal shall provide the following information;

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

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

## 2.4 **Financial proposal**

2.4.1 In preparing the financial proposal, the individual consultants are expected to take into account the time required in completing the assignment as outlined in the RFP documents. The financial proposal will therefore be quoted in fees per day or month. The financial proposal may also include other costs as necessary, which will be considered as reimbursables.

2.4.2 The Financial proposal should include the payable taxes.

2.4.3 The fees shall be expressed in Kenya Shillings.

2.4.4 The Financial proposal must remain **valid for 90** days after the submission date. During this period the Consultant is expected to keep available at his own cost any staff proposed for the assignment. The procuring entity will make best efforts to complete negotiations within this period. If the procuring entity wishes to extend the validity period of the proposals, the consultants who do not agree, have the right not to extend the validity of their proposals.

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

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

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

2.5.2 For each proposal the individual consultants shall prepare the proposals in the number of copies indicated in the special conditions of contract. Each Technical proposal and financial proposal shall be marked "ORIGINAL" or "COPY" as

appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

**2.5.3** The original and all copies of the Technical proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL”, and the original and all copies of the financial proposal in a sealed envelope duly marked “FINANCIAL PROPOSAL”. Both envelopes shall be placed in an outer envelope and sealed. This outer envelope shall bear the procuring entities address and other information indicated in the appendix to the instructions to consultants and clearly marked “DO NOT OPEN ON OR before **(10.00 AM FRIDAY 08<sup>TH</sup> JUNE 2018)**”

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

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

## **2.6 Evaluation of the Proposal (General)**

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

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

## **2.7 Evaluation of Technical Proposals**

2.7.1 The evaluation committed appointed by the procuring entity to evaluate the proposals shall carry out the evaluation of technical proposals following the criteria set out in the terms of reference based on the following points criteria



	<u>CRITERIA</u>	<u>POINTS</u>
(i)	CV of the individual consultant	30
(ii)	Specific experience of the individual consultant related to the assignment	30
(iii)	Adequacy of methodology and work plan in response to the Terms of reference	<u>40</u>
	Total points	100

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

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

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

2.8.1 After completion of the evaluation of Technical proposals the procuring entity shall notify the consultants whose proposal did not meet the minimum technical score or were declared non responsive to the RFP and terms of reference. The notification will indicate that their financial proposals shall not be opened and will be returned to them unopened after the completion of the selection process and contract award. At the same time, the procuring entity shall simultaneously notify the consultants who have secured the minimum technical score that they have passed the technical qualifications and inform them the date and time set by the procuring entity for opening their financial proposal. They will also be invited to attend the opening ceremony if they wish to do so.

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

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

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

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

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

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

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

Where

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

St is the technical score

Sf is the financial score

T is the weight given to the technical proposal and

P is the weight given to the financial proposal

Note P + T will be equal to 100%

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

## **2.9 Negotiations**

- 2.9.1 Negotiations will be held at the same address indicated in the appendix to the information to consultants. The purpose of the negotiations is for the procuring entity and the Consultant to reach agreements on all points regarding the assignment and sign a contract.
- 2.9.2 The negotiations will include a discussion on the technical proposals, the proposed methodology and work plan, staff and any suggestions made by the Consultants to improve the Terms of reference. The agreed work plan and Terms of reference will be incorporated in the description of the service or assignment and form part of the contract.
- 2.9.3 The negotiations will be concluded with a review of the draft contract. If negotiations fail, the procuring entity will invite the Consultants whose proposal achieved the second highest score to negotiate a contract.

## **2.10 Award of Contract**

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

2.10.2 The selected Consultants is expected to commence the assignment on the date indicated in the appendix to the information to consultants or any other date agreed with the procuring entity.

## **2.11 Confidentiality**

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

## **Appendix to Information to Consultants**

The following information for procurement of consultancy services and selection of consultants shall complement or amend the provisions of the Information to Consultants, wherever there is a conflict between the provisions of the information and to consultants and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the information to consultants.

### **Clause Reference**

2.1 The name of the Client is: **Kenya Ferry Services Ltd**

2.1.1 The method of selection is: **Quality and cost based selection method**

2.1.2 Technical and Financial Proposals are requested: **Yes**

The name(s) of the Client's official(s) are: \_\_\_\_\_

**The Procurement & Supplies Manager  
Kenya Ferry Services Ltd.**

2.1.4 The Client will provide the following inputs:

- Liaison by introducing them to the shipyard for access to site and any other relevant information upon request.
- Cooperation to enable them conduct the assignment
- The contract details on the contract for Design Build supply and commissioning of the 2 No passenger/vehicle ferries.

2.1.5 (ii) The estimated number of professional staff months required for the assignment is. The estimated time for completion of construction and delivery of ferries 6 Months. The bidder shall also include in their costs, the time period required to undertake a value for money analysis for the project as spelt out in the Terms of Reference. However this is only an estimate and bidder shall indicate their expected timelines complete with a schedule chart

(iv) The minimum required experience of proposed professional staff is: [**5 years' experience**]

Bidder must provide information including curriculum Vitae and testimonials of the Lead consultant/s and other experts who shall possess as a minimum , professional qualifications and experience in a relevant field; Naval Architect, Marine Engineering or Marine survey inspection. Additionally, the lead consultant should be a registered member of Institute of Loss Adjustors of Kenya and any other professional association. **International firms** will be required to form consortium with and have in their submission as the lead consultant, a local

consultant. They must comply with the Public Procurement and Asset Disposal Act on the same.

- 2.1.7 Taxes: [All prices quoted must be inclusive of all applicable government taxes  
Consultants must submit an original and **one (1)** additional copy of each proposal.  
Proposals must be submitted no later than the following date and time: **10.00 am on Friday 8th June 2018.**

- 2.6.1 The address to send information to the Client is

**THE MANAGING DIRECTOR  
ATTENTION PROCUREMENT & SUPPLIES MANAGER  
KENYA FERRY SERVICES LTD  
P.O. Box 96242-80110  
MOMBASA  
KENYA, EAST AFRICA  
TEL.: + 254 0728722100  
FAX: + 254 020 2118346  
E-mail: [procurement@kenyaferry.co.ke](mailto:procurement@kenyaferry.co.ke)  
[projectferry@kenyaferry.co.ke](mailto:projectferry@kenyaferry.co.ke)**

- 2.6.3 The minimum technical score required to pass *[60%]*

The weights given to the Technical and Financial Proposals are:

T=\_\_\_\_\_ 80%

P=\_\_\_\_\_ 20%

- 2.7.1 Evaluation criteria. This shall be as follows and as read together with the contents of this document.

No	Description of criteria (Responsiveness criteria)	Score
1.	(a) Organization structure /Company profile including:- <ul style="list-style-type: none"> <li>❖ Certificate of Incorporation/Registration.</li> <li>❖ Tax compliance certificate.</li> <li>❖ Tender Security of Kshs 200,000 in the form prescribed under the procurement regulations</li> <li>❖ Pin &amp; V.A.T certificates.</li> </ul> (b) Document presented in the required format( separate financial and technical bid) and all pages of the tender document serialized sequentially from the first to the last with no loose pages. (c) Forms of tender/letters of submission duly signed and stamped/sealed. (d) Have an established office in the republic of Kenya (e) Compliance on requirement for local consultants ( Lead consultant) (f) Declaration that the person shall not be involved in corrupt dealing in regard to the tender and has not been debarred from participating in public Procurement (g) Tender validity period ( minimum of 60 days)	Mandatory
2.	<b>TECHNICAL EVALUATION CRITERIA</b>	
3.	Experience and competence of the bidder. <ul style="list-style-type: none"> <li>❖ Qualifications of Proposed staff .Submit evidence of major clients for similar or related assignments undertaken within the last five years indicating profiles of the staff proposed, duration of assignment and contract amount.</li> <li>❖ Specific experience of the proposed staff related to the assignment – Provide Curriculum Vitae for managerial and technical key personnel to be involved in the project. ( See terms of reference) as per the terms of reference and</li> <li>❖ Directors profile.</li> <li>❖ Commitment for availability of the stated staff. ( Signed commitment)</li> </ul>	40
4.	Adequacy of methodology and work plan in response to the Terms of reference A detailed proposal for performing the proposed assignment.	45
5.	Evidence of financial capacity : (See criteria 4 b below) <ul style="list-style-type: none"> <li>➤ Submit certified audited accounts for the last three years-</li> <li>➤ Bidder must show financial capacity in its liquidity, among other indicators as well as sustainability</li> </ul>	15
	<b>Total/percentage</b>	<b>100</b>

All information provided may be subject to confirmation by Kenya Ferry Services. Providing false information will lead to disqualification. Bidder shall attain a minimum of 60% score in the technical to qualify for financial bid evaluation.

<b>Category</b>	<b>Criteria</b>	<b>Maximum score</b>
Responsiveness Requirements	Tender submitted in the required format as per the terms of reference for consideration.	Mandatory
	Signed and stamped / sealed form of tender	Mandatory
	Tender validity of 60 days	Mandatory
	Bidder attained 60% in the technical evaluation	Mandatory
<b>FINANCIAL SPECIFIC EVALUATION CRITERIA</b>	Competitiveness of the proposal	100% (15 POINTS)

2.9.2 The assignment is expected to commence immediately upon signing of contract with the successful bidder.

2.9.3 Local contractors may be given a 10% margin of preference in the evaluation. To qualify bidder must have submitted evidence of eligibility as per the Public Procurement and Disposal Act





**ANNEX (4B) TO CRITERIA (4) ABOVE - TECHNICAL EVALUATION**

**SCORING CRITERIA FOR COMMERCIAL EVALUATION BASED ON MOST CURRENT AUDITED ACCOUNTS**

NO.	FINANCIAL RATIO	FORMULA		INDUSTRY AVERAGE	SCORE
<b>A</b>	<b>Ratios</b>				
1.	Current Ratio	$\frac{\text{Current Assets}}{\text{Current Liabilities}}$	Meets Industry average ...1 Fails to meet .....0	2.1	3
2.	Quick (acid-test) ratio	$\frac{\text{Current assets} - \text{Inventory}}{\text{Current Liabilities}}$	Meets Industry average ....2 Fails to meet .....0	1.1	
<b>B</b>	<b>Activity</b>				
3.	Inventory Turnover	$\frac{\text{Cost of goods sold}}{\text{Inventory}}$	Meets.....1 Does not meet.....0	6.6	4
4.	Average collection period	$\frac{\text{Accounts Receivable}}{\text{Average sales per day}}$	Meets.....1 Does not meet.....0	44.3	
5.	Average payment period	$\frac{\text{Accounts Payable}}{\text{Average Purchases per day}}$	Meets.....1 Does not meet.....0	66.5	
6.	Total Asset Turnover	$\frac{\text{Sales}}{\text{Total Sales}}$	Meets.....1 Does not meet.....0	0.75	
<b>C</b>	<b>Debt</b>				
7.	Debt Ratio	$\frac{\text{Total Liabilities}}{\text{Total Assets}}$	Meets.....1 Does not meet.....0	40.0	
8.	Time Interest earned ratio	$\frac{\text{Earnings before interest and taxes}}{\text{Interest}}$	Meets.....1 Does not meet.....0	4.3	
9.	Fixed payment	$\frac{\text{Earnings before interest and taxes} + \text{Lease}}{\text{Interest}}$	Meets.....1	1.5	

	coverage	<u>Payments</u> Int. + Lease Pay + (Print. + pref div.) x (1/(1-T))	Does not meet.....0		8
10.	Gross Profit Margin	<u>Gross Profits</u> Sales	Meets.....1 Does not meet.....0	30.0	
11.	Operating Profit Margin	<u>Operating Profits</u> Sales	Meets.....1 Does not meet.....0	11.0	
12.	Net Profit Margin	<u>Earnings Available for Common</u> <u>Stockholders</u> Sales	Meets.....1 Does not meet.....0	6.2	
13.	Earnings per share (EPS)	<u>Earnings available for common</u> <u>stakeholders</u> Number of shares of common stock outstanding	Meets.....1 Does not meet.....0	2.26	
14.	Return on total assets	<u>Earnings available for common</u> <u>stockholders</u> Common Stock Equity	Meets.....1 Does not meet.....0	4.6	
				<b>TOTAL</b>	

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

### **a) Background Information**

Kenya Ferry Services Limited (KFS) is a state corporation established under the state department of Transport & Infrastructure with the core mandate of managing ferry services in Kenya and associated links in East Africa.

KFS has engaged a contractor for the Design, Build Supply and Delivery of 2 new passenger / vehicle ferries. The construction site for the ferries is based in Yalova, Turkey. One of the ferries has been completed, delivered and commissioned. To facilitate efficient implementation of the said contract for the second ferry (Safari) by ensuring satisfactory standards in delivery of the same and to ascertain that value was received on the whole project, the company seeks to acquire the services of a competent consultant, consultancy firm or consortium of firms to oversee the construction, supply and delivery of the said project in line with acceptable local and international standards. The successful consultant will also be required to conduct a value for money assessment/survey on the project.

The remaining part of the project for Design, Build Supply, Delivery and Commissioning of 2 new passenger / vehicle ferries involves:

1. Construction and final delivery of ferry vessel NB 53 (MV Safari) whose construction is at the second milestone as per signed contract.

### **b) Eligibility and qualification criteria**

KFS now invites eligible and duly competent firms to indicate their interest for provision of the said services. To be eligible and considered qualified to submit a proposal, firms must submit their company profile and all relevant information demonstrating their capability and competence to undertake the assignment including curriculum vitae for the Lead consultant/s and other experts who shall possess as a minimum, professional qualifications and experience in a relevant field; Naval Architect, Marine Engineering or Marine survey inspection. Additionally, the lead consultant should be a registered member of Institute of Loss Adjustors of Kenya or equivalent and any other professional association. **International firms** will be required to form consortium with and have in their submission a local consultant as the lead experts.

### **c) Objectives of the assignment**

The overall objective is to ensure delivery of ferry vessels that are suitable for use at the Likoni Channel in Kenya and delivers value for money.

1. The consultant is expected to carry out extensive review of the local conditions and undertake technical inspection of the second ferry's construction works ( M.V Safari) and oversee implementation of the said contract by ensuring satisfactory standards in delivery of the same, in line with acceptable local and international maritime standards.
2. The successful consultant will also be required to conduct a value for money assessment/survey on the entire project for the two ferries. That is for the contract for Design Build Supply Commissioning of two new passenger /vehicle ferries.

**d) Scope of work**

This is **NOT** limited to:-

- Review and assessment of the local conditions, standards and Regulations
- Integrity review on ongoing works to ensure conformity to local and international standards and in line with the milestones as per the signed contract for Design Build Construction supply and commissioning of the ferries and addendum thereof.
- Conduct value for money assessment as appropriate for Design Build Construction supply and commissioning of the ferries.
- Conduct final value for money assessment for the vessels as built delivered and commissioned.

**e) Training Requirements**

To be detailed where applicable by the bidder

**Reporting systems & Time schedules**

Detail project management structure, schedules and timelines to be submitted

**Deliverables**

1. Technical reports
  - a. Condition Assessment Surveys reports
  - b. Value for money assessment reports
  - c. Conformity to local and international standards reports
2. Work plans
3. Completed project( supervision) report
4. Any other related deliverable

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

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

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

It shall contain the following:-

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

*(to be prepared by the consultant as appropriate **Shall not contain any information on prices**)*

3. STANDARD FORMS OF TENDER

**TECHNICAL PROPOSAL SUBMISSION FORM (FORM OF TENDER)**

[\_\_\_\_\_ *Date*]

To **MANAGING DIRECTOR  
KENYA FERRY SERVICES LTD**

Ladies/Gentlemen:

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

We understand you are not bound to accept any Proposal that you receive.  
This proposal bid shall remain valid for a period of ----- days  
We remain,

Yours sincerely,

\_\_\_\_\_ [*Authorized Signature*]:

\_\_\_\_\_ [*Name and Title of Signatory*]

\_\_\_\_\_ [*Name of Firm*]

\_\_\_\_\_ [*Address:*]

## 2. FIRM'S REFERENCES

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

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

Assignment Name:	Country
Location within Country:	Professional Staff provided by Your Firm/Entity(profiles):
Name of Client:	Clients contact person for the assignment.
Address:	No of Staff-Months; Duration of Assignment:
Start Date (Month/Year): Completion Date (Month/Year):	Approx. Value of Services (Kshs)
Name of Associated Consultants. If any:	No of Months of Professional Staff provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:	
Narrative Description of project:	
Description of Actual Services Provided by Your Staff:	

Firm's Name: \_\_\_\_\_

Name and title of signatory; \_\_\_\_\_

**3. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT.**

---

On the Terms of Reference:

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

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

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



## **14. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

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## 5. TEAM COMPOSITION AND TASK ASSIGNMENTS

### 1. Technical/Managerial Staff

Name	Position	Task

### 2. Support Staff

Name	Position	Task

6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

**Proposed Position:** \_\_\_\_\_

**Name of Firm:** \_\_\_\_\_

**Name of Staff:** \_\_\_\_\_

**Profession:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_

**Years with Firm:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_

**Membership in Professional Societies:** \_\_\_\_\_

---

**Detailed Tasks Assigned:** \_\_\_\_\_

\_\_\_\_\_

---

**Key Qualifications:**

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

---

**Education:**

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

---

**Employment Record:**

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

Certification:

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

\_\_\_\_\_ **Date:** \_\_\_\_\_  
*[Signature of staff member]*

\_\_\_\_\_ **Date;** \_\_\_\_\_  
*[Signature of authorized representative of the firm]*

**Full name of staff member:** \_\_\_\_\_

**Full name of authorized representative:** \_\_\_\_\_

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

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

Months (in the Form of a Bar

Chart)

Reports Due: \_\_\_\_\_

Activities Duration: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Authorized representative)

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

## 8. ACTIVITY (WORK) SCHEDULE

### (a). Field Investigation and Study Items

*[1<sup>st</sup>, 2<sup>nd</sup>, etc, are months from the start of assignment)*

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

### (b). Completion and Submission of Reports

Reports	Date
1. Inception Report	
4. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

## SECTION IV: - FINANCIAL PROPOSAL

### Notes on preparation of Financial Proposal

- 4.1 The Financial proposal prepared by the consultant should list the costs associated with the assignment. The costs should be broken down to be clearly understood by the procuring entity.
- 4.2 The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.
- 4.3 The financial proposal should be prepared using the Standard forms provided in this part

**SECTION V- FINANCIAL PROPOSAL (FP)**

**1. FINANCIAL PROPOSAL SUBMISSION FORM (FORM OF TENDER)**

\_\_\_\_\_ [Date]

**To: MANAGING DIRECTOR  
KENYA FERRY SERVICES LTD**

Ladies/Gentlemen:

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

\_\_\_\_\_ [Title of  
consulting services] in accordance with your Request for Proposal dated

\_\_\_\_\_ [Date] and our Proposal. For the sum of

Kshs.....  
.....

..... (Amount in words)

Kshs..... (Amount in figures)

Valid for a period of ..... days from the date of opening of tenders.

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

We remain,

Yours sincerely,

\_\_\_\_\_ [Authorized Signature]:

\_\_\_\_\_ [Name and Title of Signatory]

\_\_\_\_\_ [Name of Firm]

\_\_\_\_\_ [Address:]



2. SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s)
<b>Subtotal</b>		
<b>Taxes</b>		
<b>Total Amount of Financial Proposal</b>		<hr/>

### 3. BREAKDOWN OF PRICE PER ACTIVITY

<b>Activity NO.:</b> _____	<b>Description:</b> _____
<b>Price Component</b>	<b>Amount(s)</b>
<b>Remuneration</b>  <b>Reimbursable</b>  <b>Miscellaneous Expenses</b>  <b>Subtotal</b>	       _____

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____		Name: _____		
<b>Names days or hours</b>	<b>Position Rate</b>	<b>Input(Staff months, as appropriate.)</b>	<b>Remuneration</b>	<b>Amount</b>
<b>Regular staff</b>				
<b>(i)</b>				
<b>(ii)</b>				
<b>Consultants</b>				
<b>Grand Total</b>				_____

5. REIMBURSABLES PER ACTIVITY

Activity No: \_\_\_\_\_

Name: \_\_\_\_\_

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Air travel	Trip			
2	Road travel	Kms			
3.	Rail travel	Kms			
4.	Subsistence Allowance	Day			
	<b>Grand Total</b>				_____

6. MISCELLANEOUS EXPENSES

Activity No. \_\_\_\_\_ Activity Name: \_\_\_\_\_

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	<b>Communication costs</b> _____ _____ (telephone, telegram, telex)				
2.	<b>Drafting, reproduction of reports</b>				
3.	<b>Equipment: computers etc.</b>				
4.	<b>Software</b>				
	<b>Grand Total</b>				_____

**SECTION VI- STANDARD CONTRACT FORM**

**1. STANDARD CONTRACT FORM**

**INDIVIDUAL PROFESSIONAL CONSULTANTS**

**(lump-sum payments)**

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

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

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

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

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:-

1. **Services**
  - (i) The Consultant shall perform the Services specified in Appendix A, “Terms of Reference and Scope of Service, “which is made an integral part Of this Contract.
  - (ii) The Consultant shall provide the personnel listed Appendix B, “Consultant’s Personnel,” to perform the Services.
  - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, “ Consultant’s Reporting Obligations.”

*(Appendices A, B, and C to be prepared as appropriate)*

2. **Term** The Consultant shall perform the Services during the period commencing on \_\_\_\_\_ [insert starting date] and through to \_\_\_\_\_ [insert completion date], or any other period(s) as may be subsequently agreed by the parties in writing.

3. **Payment**
- A. **Ceiling**  
 For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to Exceed \_\_\_\_\_ [insert amount]. This amount has been established based on the understanding that it includes all the Consultant’s costs and profits as well as any tax obligation that may be imposed on the Consultant.
- B. **Schedule of Payments**  
 The schedule of payments is specified below (Modify in order to reflect the output required as described in Appendix C.)
- Kshs. \_\_\_\_\_ upon the Client’s receipt of the Draft report, acceptable to the Client; and
- Kshs. \_\_\_\_\_ upon the Client’s receipt of the Final report, acceptable to the Client.
- Kshs. \_\_\_\_\_ Total
- C. **Payment Conditions**  
 Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty (30) days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 here below. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three Percentage points above the prevailing Central Bank of Kenya’s average rate for base lending.
4. **Project Administration**
- A. **Coordinator**  
 The Client designates \_\_\_\_\_ [insert name] as Client’s Coordinator; the Coordinator will be responsible for the Coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables, by the Client and for receiving and approving invoices for payment.
- B. **Reports**  
 The reports listed in Appendix C, “Consultant’s

Reporting Obligations,” shall be submitted in the Course of the assignment and will constitute the basis for the payments to be made under paragraph 3.

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



**Resolution**

cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, On the request of the applying party.

For the Client

For the Consultant

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

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

Title \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**REQUEST FOR REVIEW FORM**

**FORM RB 1**

**REPUBLIC OF KENYA**

**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

.....APPLICANT

AND

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

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

**REQUEST FOR REVIEW**

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

- 1.
- 2.

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

- 1.
- 2.

SIGNED .....(Applicant)

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

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**FOR OFFICIAL USE ONLY**

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

SIGNED  
Board Secretary