

REPUBLIC OF KENYA



**Request for Proposals (RFP) to Develop a Spatial
Planning Concept for the Nairobi Metropolitan Region**

**Ministry of Nairobi Metropolitan Development
P.O. Box 30130-00100
Nairobi**

July, 2009



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SECTION I - LETTER OF INVITATION

**The Permanent Secretary
Ministry of Nairobi Metropolitan
Development
P.O. Box 30130-00100
Nairobi**

Dear Sir/Madam,

RE: INTERNATIONAL COMPETITION TO DEVELOP A SPATIAL PLANNING CONCEPT FOR THE NAIROBI METROPOLITAN REGION

1.1 The Ministry of Nairobi Metropolitan Development invites proposals for the following consultancy services: **To develop a Spatial Planning Concept for the Nairobi Metropolitan Region, Kenya.**

1.2 This request for proposal (RFP) includes the following documents:

Section I	-	Letter of invitation
Section II	-	Information to consultants (ITC) & Miscellaneous Information
	-	Appendix to Consultants information
Section III	-	Terms of Reference
Section IV	-	Technical proposal
Section V	-	Financial proposal
Section VI	-	Promoter of the Competition
Section VII	-	Standard Contract Form

Consultants are requested to thoroughly study and understand the contents of the detailed sub-sections under each section beforehand.

1.3 This RFP has been sent to the following eight (8) firms:

M/S. Saad Yahya and Associates-Kenya
M/S. Planning Systems Services Ltd and Associates-Kenya
M/S. Center for Urban and Regional Planning and Associates-Kenya
M/S. Kenmt Bill Engineers and Planners and Associates-Kenya
M/S. ETC Enterprise Africa Ltd and Associates- Kenya
M/S. Consulting Engineering Services Ltd-India
M/S. Hulafa Group-Israel
M/S. Surbana Urban Planning Group-Singapore

a. Upon receipt, please inform the Client;

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

b. Consultants shall be tax compliant and must submit copies of VAT and Tax compliance certificates. Consultants must also submit copies of registration/incorporation.

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- 1.4 Please note that you are provided with a secret alpha numerical code in a Separate envelope to be used on all your submissions.

Yours faithfully,

PHILIP O. SIKA, CBS, OGW

PERMANENT SECRETARY

SECTION II - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

- 2.1.1 The Client named the Appendix to “ITC” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 The Procuring entity will provide the inputs specified in the Appendix “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2.1.6 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.7 The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 2.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.2 Clarification and Amendment of RFP Documents

- 2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client’s address indicated in the Appendix “ITC”. The Client will respond by cable, telex,

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facsimile or electronic mail 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 invited consultants who intend to submit proposals.

- 2.2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited consultants and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

2.3 Preparation of Technical Proposal

- 2.3.1 The Consultants proposal shall be written in English language

- 2.3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this 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, consultants must give particular attention to the following:

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

- 2.3.4 The Technical Proposal shall provide the following information using the attached Standard Forms;

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.

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- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix "A" specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix "A".

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

- 2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section IV). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.
- 2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix "A" specifies otherwise.
- 2.4.3 Consultants shall express the price of their services in Kenya Shillings.
- 2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.
- 2.4.5 The Proposal must remain valid for 60 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

2.5 Submission, Receipt, and Opening of Proposals

- 2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see paragraph. [1.2) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such

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corrections must be initialed by the persons or person authorised to sign the proposals.

- 2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix "A". 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 clearly marked "**FINANCIAL PROPOSAL**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**". Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix "ITC" and be clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**"
- 2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix "ITC". Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.
- 2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

2.6 Proposal Evaluation General

- 2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix "ITC". Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant's proposal.
- 2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

2.7 Evaluation of Technical Proposal

- 2.7.1 The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows:

	Criteria	Points
i	Specific relevant experience of the consortia related to the assignment	30
ii	Adequacy of the proposed work plan and methodology in responding to the terms of reference	20
iii	Qualifications and competence of the key staff for the assignment	40
iv	Suitability to the transfer of Technology Programme (Training)	10

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	Total	100
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Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Appendix "ITC".

2.8 Public Opening and Evaluation of Financial Proposal

- 2.8.1 After Technical Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered Non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.
- 2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical. Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
- 2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.
- 2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:-
- $Sf = 100 \times \frac{FM}{F}$ where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be 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; $T + p = 1$) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows:- $S = St \times T \% + Sf \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 2.8.6 The tender evaluation committee shall evaluate the tender within 30 days of from the date of opening the tender.

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- 2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.8.8 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price
- 2.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.9 Negotiations

- 2.9.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in the Appendix “ITC”. The aim is to reach agreement on all points and sign a contract.
- 2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- 2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.
- 2.9.6 The procuring entity shall appoint a team for the purpose of the negotiations.

2.10 Award of Contract

- 2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.
- 2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix “A”.

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- 2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.10.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.10.5 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.10.6 To qualify for contract awards, the tenderer shall have the following:
- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
 - (b) Legal capacity to enter into a contract for procurement
 - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
 - (d) Shall not be debarred from participating in public procurement.

2.11 Confidentiality

- 2.11.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.

2.12 Corrupt or fraudulent practices

- 2.12.1 The procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.12.2 The procuring entity will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.12.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

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Appendix to Information to Consultants (ITC)

The following information for procurement of consultancy services and selection of consultants shall **complement or amend** the provisions of the information to consultants in Section II. Wherever there is a conflict between the provisions of the information 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	Item description
2.1.1 (i) (ii)	<p>The name of the Client is: The Government Kenya represented by Permanent Secretary, Ministry of Nairobi Metropolitan Development, Republic of Kenya</p> <p>The method of selection is: Quality and Cost Based Selection (QCBS)</p>
2.1.2	<p>Technical and Financial Proposals are requested: Yes</p> <p>Name, objectives, and description of the assignment are:</p> <p><i>Name of the assignment:</i> Consulting Services to develop a Spatial Planning Concept for Nairobi Metropolitan Region, Kenya.</p> <p><i>Objectives of the Assignment:</i> To develop a sustainable land use system for the Nairobi Metropolitan Region (NMR) which will result into an environmentally sustainable NMR that will amongst other things:</p> <ul style="list-style-type: none"> • Build an internationally competitive and inclusive economy for prosperity • Deploy world class infrastructure and utilities for the region • Optimise mobility and accessibility through effective transportation • Enhance the quality of life and inclusiveness in the region • Deliver a unique image and identity through effective place branding • Ensure a safe and secure Nairobi Metropolitan Region • Employ World Class Metropolitan Governance Systems <p>The concept shall ensure that the 15 local authorities are uniquely identified and articulated as strong and interdependent development nodes within the region. It will clearly identify the role of core Nairobi and define its functional relationship with the other constituent local authorities.</p> <p><i>Description of the Assignment:</i> As detailed in the Terms of Reference</p>

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Clause Reference	Item description
2.1.3	<p>A pre-proposal conference will be held: Yes</p> <p>The pre-proposal conference shall be held at Nairobi, Kenya on 20th August, 2009 from 9.00am at 20TH Floor Boardroom AMBANK House, UNIVERSITY WAY.</p> <p>The name(s), address (es) and telephone numbers of the Client's official(s) are:</p> <p style="text-align: center;">Plan. T.G Ndorongo; Director, Metropolitan Planning and Environment Address: Ministry of Nairobi Metropolitan Development P.O. Box 30130-00100 NAIROBI Telephone:020-317224/317235 E-Mail metroplan@kenya.go.ke</p>
2.1.4	<p>The Client will provide the following inputs to the consultants.</p> <ul style="list-style-type: none"> • Kenya Vision 2030 • Nairobi Metro 2030 strategy, • Boundary plans for Nairobi Metro Region and its constituent local authorities • Nairobi Metropolitan Growth and Development Strategy 1973 • Existing Physical Development Plans within NMR
2.1.7	<p>Not applicable</p>
2.2.1 (i)	<p>Clarifications: Consultants may request clarification on any issue in the RFP document only up to 14 days before the proposal submission date.</p> <p>Note: Clarification shall be sought using your firm's names while alpha numerical codes shall only be used during submission of the concept as indicated in 2.5.2 below</p>
(ii)	<p>The clarification request should be sent to the following address;</p> <p style="text-align: center;">The Competition Secretariat Nairobi Metro International Planning Competition Ministry of Nairobi Metropolitan Development, 20th Floor, AMBANK BUILDING, University Way, P.O. Box 30130-00100, Nairobi. E-MAIL ADDRESS: metroplan@Kenya.go.ke FAX LINE: +254-020-317226 ATTN: Director, Metropolitan Planning and Environment</p>
2.3	<p>Technical Proposal</p>

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Clause Reference	Item description
2.3.1	The proposals shall be written in English.
2.3.2	To be noted
2.3.3	<p>(i) This shall be applicable</p> <p>(ii) Key professional staff proposed should show proof of collaboration during the period of the assignment. The Team Leader should be on site during the entire assignment.</p> <p>(iv) Minimum Key professional staff proposed shall include</p> <p>(a) Team Leader who must be a qualified, competent and registered Spatial/Physical Planner with a valid practicing certificate and a degree in urban and regional planning. He/She should have not less than fifteen (15) years in similar projects or relevant assignments.</p> <p>(b) Four (4) Physical Planners, who must be qualified, competent and registered Spatial/Physical Planners with a valid practicing certificate and degree qualification in urban and regional planning</p> <p>(c) One (1) Architect with urban design background. He/she must be qualified, competent and registered with a valid practising certificate and a degree in the said profession, and should have not less than 10 (ten) years in similar or relevant assignments.</p> <p>(d) One (1) Landscape architect. He/she must be qualified, competent and registered with a valid practising certificate and a degree in the said profession, and should have not less than 10 (ten) years in similar or relevant assignments.</p> <p>(e) One(1) urban designer. He/she must be qualified, competent and registered with a valid practising certificate and a degree in the said profession, and should have not less than 10 (ten) years in similar or relevant assignments.</p> <p>(f) One (1) Environmental planner. He/she must be qualified, competent and registered with a valid practising certificate and a degree in the said profession, and should have not less than 10 (ten) years in similar or relevant assignments.</p> <p>(g) One (1) Registered and Licensed Land Surveyor. He/she must be qualified, competent and registered with a valid practising certificate and a degree in the said profession, and should have not less than 10 (ten) years in similar or relevant assignments.</p> <p>(h) One (1) Civil Engineer (Roads). He/she must be qualified, competent and registered with a valid practising certificate and a degree in the said profession, and should have not less than 10 (ten) years in similar or relevant assignment, and should have not less than 10 (ten) years in similar or relevant assignments.</p> <p>(i) One (1) Civil Engineer(water). He/she must be qualified, competent and registered with a valid practising certificate and a degree in the said profession, and should have not less than 10 (ten) years in similar or relevant assignments.</p>

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Clause Reference	Item description
	<p>(j) One (1) Transport planner. He/she must be qualified, competent and registered with a valid practising certificate and a degree in the said profession, and should have not less than 10 (ten) years in similar or relevant assignment.</p> <p>(k) One (1) Sociologist. He/she must be qualified, competent and registered with a valid practising certificate and a degree in the said profession. Community mobilization and consensus building abilities will be an added advantage.</p> <p>Support staff</p> <p>(j) One (1) Cartographer. He/she must be qualified, competent and have a diploma in the said profession, and should have not less than 10 (ten) years in similar or relevant assignment. Exposure to planning and/or related disciplines will be an added advantage.</p> <p>(k) One (1) Draughtsman. He/she must be qualified, competent with a valid and have a diploma in the said profession, and should have not less than 10 (ten) years in similar or relevant assignment. Exposure to planning and/or related disciplines will be an added advantage.</p>
2.3.4	<p>(i) The Consortium should provide their information in line with the Standard Forms (Section III).</p> <p>(ii) Training is required upstream</p>
2.4.1	The Financial Proposal should be prepared in line with the Standard Forms (Section IV).
2.4.2	Applicable
2.4.3	The consultants shall express the prices of their services in Kenya shillings
2.4.4	Applicable
2.4.5	<p>(i) The Proposal shall be valid for sixty(60) days</p> <p>(ii) The Financial proposal will remain valid for the period of the exercise and any changes will be agreed upon with the client.</p>
2.5.2	<p>Submission of Technical Proposals:</p> <p>(i) The submission would be made in three separate envelopes as follows: (a)Envelope 1 to contain; the concept plus its explaining memoranda, the proposed work plan for its implementation and the technology transfer mechanisms which shall be marked with the Alpha Numerical code-One(1) in soft copy and One (1) in hard copy (b)Envelope 2 to contain; the consortia experience and staff WITH the names of the staff, their professional competences e.t.c as per format</p>

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Clause Reference	Item description
	<p>in Standard Forms V, VI and VII in the RFP-Four (4) hard copies (c) Envelope 3 to contain; The Financial Proposal as per Standard Forms in the RFP- Four (4) hard copies</p> <p>(ii) The competition entry materials shall be submitted in mounting board format, on an unbending board and in digital form on CDs and DVDs, in a printable .pdf or .jpg format- One copy</p> <p>(iii) Submission of Financial Proposals</p> <p>The Financial Proposal in original and four (4)copies shall be submitted in a separate sealed envelope clearly marked “FINANCIAL PROPOSAL”</p>
2.5.4	<p>Submission of Proposals</p> <p>(i) Competition Proposals shall be submitted either via a courier service or be posted to the following address:</p> <p style="text-align: center;">The Competition Secretariat Nairobi Metro International Planning Competition Ministry of Nairobi Metropolitan Development, 20th Floor, AMBANK BUILDING, University Way, P.O. Box 30130-00100, Nairobi.</p> <p>So as to reach the Competition Secretariat on 20th November, 2009, at 1600 hours.</p> <p>(ii) All the three envelopes (Envelop 1, 2 & 3) shall be marked with the alpha numerical code and inserted in one outer plain envelope bearing the above address for submission.</p> <p>(iii) Late submissions after the stipulated deadline and time will be rejected.</p> <p>(iv) The Competition Secretariat will receive the proposal submissions by recording the alpha numerical codes in the register.</p> <p>(iv) Canvassing will lead to automatic disqualification</p>
2.5.5	<p>Opening procedures of RFP submissions;</p> <p>(a) Envelop 1 shall be opened in the presence of the JURY</p> <p>(b) Envelop 2 shall be opened by the CLIENT in the presence of bidders</p> <p>(c) Envelope 3 for Financial Proposals shall be opened by the client in the presence of bidders</p>
2.6.1	The promoter's contact is as above in 2.5.3.
2.7.1	<p>Evaluation of the Technical Proposals</p> <p>(a)Envelop 1 will be evaluated by the JURY to determine</p>

SECTION II - INFORMATION TO CONSULTANTS (ITC)

Clause Reference	Item description																
	<p>the winning concepts who will qualify for the following awards:</p> <p>First Prize: Kshs. 18,000,000.00 Second Prize: Kshs. 10,000,000.00 Third Prize: Kshs. 7,000,000.00</p> <p>Honourable Mentions</p> <p>1st honourable mention: Kshs. 1,000,000.00 2nd honourable mention: Kshs. 750,000.00 3rd honourable mention: Kshs. 500,000.00</p> <p>(b) Envelop 2 will be evaluated by the CLIENT (c) The scores in envelope 1 and 2 will be combined. (d) Envelope 3 will be evaluated by the client. (e) A combined Technical and Financial score will determine the consortia to prepare a spatial development plan (f)The Promoter/Client has appointed the following to be members of the Jury;</p> <table border="0"> <thead> <tr> <th data-bbox="403 958 758 992">Name</th> <th data-bbox="766 958 1410 992">Organization</th> </tr> </thead> <tbody> <tr> <td data-bbox="403 1003 758 1037">1 Jossy Materu</td> <td data-bbox="766 1003 1410 1037">UN-Habitat</td> </tr> <tr> <td data-bbox="403 1048 758 1081">3. Elijah Agevi</td> <td data-bbox="766 1048 1410 1081">Kenya Private Sector Alliance</td> </tr> <tr> <td data-bbox="403 1093 758 1126">4. Peter Kibinda</td> <td data-bbox="766 1093 1410 1126">Kenya Institute of Planners</td> </tr> <tr> <td data-bbox="403 1137 758 1171">5. Hellen Nzainga</td> <td data-bbox="766 1137 1410 1171">Kenya Institute of Planners</td> </tr> <tr> <td data-bbox="403 1182 758 1216">6. Arthur M. Mwaura</td> <td data-bbox="766 1182 1410 1216">Architectural Association of Kenya</td> </tr> <tr> <td data-bbox="403 1227 758 1261">7. Dorothy A. Abonyo</td> <td data-bbox="766 1227 1410 1261">Architectural Association of Kenya</td> </tr> <tr> <td data-bbox="403 1272 758 1305">8. Eng. J.N. Maina</td> <td data-bbox="766 1272 1410 1305">Nairobi Metropolitan Development</td> </tr> </tbody> </table> <p>(b) The Jury shall appoint a chairman and set its operational rules</p>	Name	Organization	1 Jossy Materu	UN-Habitat	3. Elijah Agevi	Kenya Private Sector Alliance	4. Peter Kibinda	Kenya Institute of Planners	5. Hellen Nzainga	Kenya Institute of Planners	6. Arthur M. Mwaura	Architectural Association of Kenya	7. Dorothy A. Abonyo	Architectural Association of Kenya	8. Eng. J.N. Maina	Nairobi Metropolitan Development
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2.7.1	<p>Evaluation criteria of the Technical Proposals</p> <p>(a) All competition entries will be judged objectively and anonymously. The criteria for the evaluation of the entries will be the following:</p> <ul style="list-style-type: none"> • Appropriateness to the overall vision and mission for the Nairobi Metropolitan Region • Quality of the overall design with regard to the location of the designated area, • Comprehensive quality of a design, • Economic and operational feasibility • Effectiveness, clarity and quality of transportation networks • Extent and quality of economic and social infrastructure • Extent of compliance with program requirements, • Flexibility and possibility for incremental realisation (mid term) • Functional responses and feasibility of implementation • Innovative nature of the vision presented • Overall convincing positioning of the Nairobi Metropolitan Region in 																

SECTION II - INFORMATION TO CONSULTANTS (ITC)

Clause Reference	Item description
	<p>Africa and the world</p> <ul style="list-style-type: none"> • Utilisation of the existing comparative and competitive advantage of the Nairobi Metropolitan Region • Quality of functional, layout and operational designs, • Quality of living environments (housing, culture, workplaces, services, recreational and leisure possibilities and their location) • Responses to local urban conditions (environmental, architectural and landscape) • Responses to the project scope and design requirements • Structural integrity and quality of the region's ecosystem • Sustainable ideas and strategies <p>(b) The jury's decision will be final</p> <p>(c) The Jury shall prepare a report on the rationale for choosing the winners.</p> <p>Reasons for elimination from the competition</p> <p>The jury shall eliminate from the competition all those designs that</p> <ul style="list-style-type: none"> (i) Do not comply with requirements and rules of the Competition, (ii) Any submission bearing names on envelope Number 1 (iii) (iii) Copyrights of competitors <p>The competition materials are the property of the promoter.</p> <p>(iv) Permission to use authorial works for purposes of this competition</p> <p>Designs that have been awarded a prize or an honourable mention become the property of the promoter. Their authors grant their consent to the promoter for the use of their submissions for the purposes of this competition. All drawings and plans shall be retained after public exhibition.</p> <p>(v) Consent of competitors with exhibition of competition designs</p> <p>By submission of a competition design, a competitor agrees with free reproduction and exhibition of his/her competition design for the promotion of the competition and its results. Images of the winning designs will also be published by the PROMOTER on their website, in a book or in their Newsletter.</p> <p>(vi) Notification and announcement of competition results</p> <p>The promoter shall inform competitors of the competition results. After final decision of the jury, the promoter shall announce the competition results in the same manner as the competition itself was announced.</p> <p>(vii) Promoter's commitment to organise an exhibition of competition designs</p> <p>The promoter commits himself to organise a public exhibition of all competition designs within three months after announcement of the</p>

SECTION II - INFORMATION TO CONSULTANTS (ITC)

Clause Reference	Item description
	<p>competition results.</p> <p>(ii) Criteria for scoring Points</p> <p style="padding-left: 40px;">1 Adequacy of the proposed concept and explaining memoranda in responding to the terms of reference 50</p> <p>A</p> <p style="padding-left: 40px;">1 Suitability of the proposed Concept implementation and work plan including transfer of Technology Programmed for Ministry and Local Authority Staff 30</p> <p style="padding-left: 80px;">Sub-Total 80</p> <p>B</p> <p style="padding-left: 40px;">1. Specific relevant experience of the consortia related to the assignment 10</p> <p style="padding-left: 40px;">2. Qualifications and competence of the key staff for the assignment 10</p> <p style="padding-left: 80px;">Sub-Total 20</p> <p style="padding-left: 40px;">Total 100</p> <p>(iv) The winning concept for the competition will be determined on the basis of the Technical Evaluation criteria (A above) contained in envelope 1</p> <p>(v) The total of the Technical Scores will be a combination of Envelope 1 & 2</p> <p>The combined Technical and Financial weights will determine the consortia to be considered for the preparation a spatial development plan.</p>
2.84	Preferential bias not applicable
2.8.5	<p>The weights given to Technical and Financial are:</p> <p>T.....(0.80)</p>

SECTION II - INFORMATION TO CONSULTANTS (ITC)

Clause Reference	Item description
	P.....(0.20)
2.9.2	<p>(i) Negotiation will be with the overall winner of the Combined Technical and Financial Proposals.</p> <p>(ii) The overall winner will be contracted to prepare the Spatial development plan for the NMR based on the winning Concept and/or other ideas as directed by the promoter.</p>
2.10.1	<p>(i) A contract shall be negotiated and entered with the overall winner for 2.9.2 above.</p> <p>(ii) Standard Forms in Section VII (Part I-Form of Contract & Part II-GCC) shall be applicable to the winner.</p>

SECTION III - TECHNICAL PROPOSAL - STANDARD FORMS

- (i). Technical Proposal submission form.
- (ii). Consortia references.
- (iii). Comments and suggestions of Consortia on the Terms of Reference and on data, services, and facilities to be provided by the Client.
- (iv). Description of the methodology and work plan for implementing the concept.
- (v). Team composition and task assignments.
- (vi). Format of curriculum vitae (CV) for proposed professional staff.
- (vii). Time schedule for professional personnel.
- (viii). Activity (work) schedule.

SECTION II - INFORMATION TO CONSULTANTS (ITC)

(I) TECHNICAL PROPOSAL SUBMISSION FORM*[Location, Date]***To:**

Ladies/Gentlemen:

We, the undersigned, seek to participate in the International Competition to Develop a Spatial Planning Concept for the Nairobi Metropolitan Region in Kenya in accordance with your Request for Proposal dated [Date]. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal all sealed in separate envelope and to be opened only if our technical proposal is successful.

If negotiations are held during the period of validity of the Proposal, i.e., before end of 90 days period we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from grant agreement negotiations.

We understand you are not bound to accept any Proposal you receive and that successful Consortia must meet the requirements set out in this Request for Proposals.

We remain,
Yours sincerely,

We remain,
Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Applicant organization:

Address:

SECTION II - INFORMATION TO CONSULTANTS (ITC)

(II) CONSORTIUM REFERENCES**Relevant Services Carried Out in the Last Five Years that Best Illustrate Qualifications**

Using the format below, provide information on each assignment which your organization has completed which qualifies you for participation in the Competition to Develop a Spatial Concept for the Nairobi Metropolitan Region. Please attach documents that support information you have provided.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Non-state actor/Entity(profiles):
Name of Client:		Nº of Staff:
Address:		Nº of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Current Ksh):
Name of Associated Non-state actors, If Any:		Nº of Months of Professional Staff Provided by Associated Non-state actors:
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:		

Consortiums Name: _____

SECTION II - INFORMATION TO CONSULTANTS (ITC)

**(III) COMMENTS AND SUGGESTIONS OF CONSORTIUM ON
THE TERMS OF REFERENCE**

[Not more than two pages]

SECTION II - INFORMATION TO CONSULTANTS (ITC)

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

SECTION II - INFORMATION TO CONSULTANTS (ITC)

(V) TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff		
Name	Position	Task

2. Support Staff		
Name	Position	Task



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

Proposed Position: _____

Name of Consortium: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Non-state actor/Entity: _____ 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. Use about half a page.] **Attach all the relevant documents to support information you have given.**

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page] **Attach all the relevant documents to support information you have given.**

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. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]. **Attach all the relevant documents to support information you have given.**

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]. **Attach all the relevant documents to support information you have given.**

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

_____ Date: _____

[Signature of staff member and authorized representative of the Consortium]
Day/Month/Year

Full name of staff member: _____

Full name of authorized representative: _____

SECTION VII - STANDARD FORMS OF CONTRACT

(VII) TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

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

Full-time: _____ Part-time: _____

Reports Due: _____

Activities Duration: _____ Signature: _____

(Authorized representative)

Full Name: _____

Title: _____

Address: _____



(VIII) ACTIVITY (WORK) SCHEDULE

	Feb	Mar	Apr	May	Jun	Jul	Aug
Activity (Work)							

B. Completion and Submission of Reports

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

SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS

1. FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for (_____) *[Title of consulting services]* in accordance with your Request for Proposal dated (_____) *[Date]* and our Proposal. Our attached Financial Proposal is for the sum of (_____) *[Amount in words and figures]* inclusive of the taxes.

We remain,

Yours sincerely,

_____ *[Authorized Signature]:*
_____ *[Name and Title of Signatory]:*
_____ *[Name of Firm]*
_____ *[Address]*



2. SUMMARY OF COSTS

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

3. BREAKDOWN OF PRICE PER ACTIVITY

Activity NO.: _____	Description: _____
Price Component	Amount(s)
Remuneration	
Reimbursables	
Miscellaneous Expenses	
Subtotal	_____

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____ Name: _____				
Names	Position	Input (Staff Months, Days or Hours)	Remuneration	
			Rate	Amount
Regular staff				
(i)				
(ii)				
Consultants				
Grand Total _____				

SECTION VII - STANDARD FORMS OF CONTRACT

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			_____
	Grand Total				

SECTION VII - STANDARD FORMS OF CONTRACT

6. MISCELLANEOUS EXPENSES

Activity No. _____ Activity Name: _____

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

SECTION V - TERMS OF REFERENCE

THE CONTEXT

The Kenya Government has under the Grand Coalition Government and in line with the Kenya Vision 2030, established the Ministry of Nairobi Metropolitan Development (MoNMD). The MoNMD is mandated with the task of turning around the Nairobi Metropolitan Region (NMR) into a world class metropolis. The process of establishing the Ministry and getting the Ministry's activities mainstreamed in the functioning of government requires a clear vision for the Ministry, a framework to strategically position the Ministry vis a vis the competing agendas locally in the region and nationally as well as learning from global trends and experience. In this regard, a strategy, the Nairobi Metro2030, has been formulated to facilitate the growth and development of the region into a world class metropolis capable of creating sustainable wealth and quality of life for the residents, investors and offer an unmatched experience for visitors. The key questions that need to be addressed include:

- How do we create sufficient wealth to realise our future needs and dreams?
- What kind of places creates wealth and employment in a sustainable manner?
- What kind of places responds actively and wisely to local environmental concerns that contribute to the global environmental agenda?
- What kind of places do we wish to be in which nourish us both physically and mentally?
- What kind of places offers positive creative tension, spontaneity and contact, as well as a feeling of safety and well-being?
- What kind of places offers a concrete vision of humanism and tolerance, of justice and equality, of untapped potential and future possibilities?
- What kind of places offers every child a hint of what they might be or do?

This is the chance to dream afresh, to accept current realities, not as negative restraints but as spurs to imagination. The Nairobi Metro International Planning Competition is designed as part of the mechanism to tap into all available metropolitan planning and development knowledge, locally and globally to turn around the Nairobi Metropolitan Region and transform it into a world metropolis. It seeks creativity to assist the definition of the character and identity of the NMR as world class African city ranking amongst the best in the world. Competition submissions are expected to be innovative, yet practical and feasible taking into account the challenge of existing land use and transport in the region.

THE COMPETITION

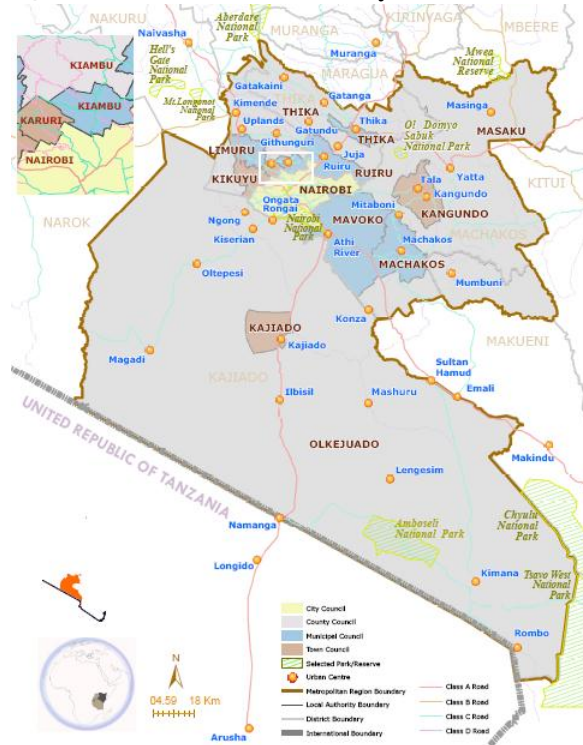
To find the spatial concept that best articulates the vision for the Nairobi Metropolitan Region an international open competition is being administered by the Ministry of Nairobi Metropolitan Development. Its main aim is to find an outstanding design and spatial solution for the competition area that will take into account local conditions, location of different functions, facilities and amenities. The spatial framework so developed will set out how the Nairobi metropolitan region will develop over the next 22 years and lay out the basis for sustained long term development of the NMR .

The wish of the Promoter of this competition is to build a metropolis of strong centres that is attractive and promotes the overall ambitions of the Nairobi Metropolitan Region. Hence, the winner will have developed a **metro wide** concept that not only interprets the guiding metro 2030, but also must articulate the 15 local authorities' **uniqueness** while remaining functionally interdependent.

3

THE COMPETITION SITE AND LOCATION

The Nairobi Metropolitan region includes the city of Nairobi (684 Square. kilometres) and surrounding 14 local authorities of County Councils of Kiambu, Olkejuado, Thika and Masaku; Municipal Councils of Ruiru, Thika, Kiambu, Mavoko, Machakos, Limuru; and Town Councils of Kikuyu, Karuri, Kajiado, and Kangundo all totalling approximately 32,000 square kilometres. In the past these urban settlements were planned independently although they have a strong link to Nairobi due to their proximity to the city. There is however a need link all urban areas including the city of Nairobi through a regional **spatial development plan** which recognizes the importance of each settlement as well as the need to create increased efficiency through proper utilization of human, physical, and financial resources. The Nairobi Metropolitan Spatial Framework will therefore seek to rationalize the interdependence of the region in terms of land use, environment, infrastructure including transport, economic activities, social and community facilities and governance.



NAIROBI METROPOLITAN REGION CONCERNS AND CHALLENGES

The Nairobi Metropolitan Region is faced by a number of concerns and challenges relating to:

- Rapid urbanisation;
- Uncoordinated urban development in the urban areas of the NMR;
- Urban sprawl with 55 % of urban population living in informal settlements;
- Conflicting and uncoordinated land uses, inadequate and unequal access to infrastructure and services;
- Environmental degradation and poor environmental sanitation practices;
- Traffic congestion aggravated by uncoordinated planning practices;
- Poor access to housing and related amenities;
- Negative life styles exacerbated by high rates of unemployment, drug and substance abuse and insecurity;
- Implementation of mandates in the absence of a shared and common vision exacerbated by vested interests, including middle men in infrastructure service delivery supply chains;
- Existence of uncoordinated local authorities within the metropolis;
- Limited interconnectivity and ICT practice;
- Multiplicity of uncoordinated governance institutions with overlapping jurisdictions compounded by sectoral competition.

THE COMPETITION PRINCIPLES AND THEMES

The overarching vision guiding this competition is that of sustainable city-region development. This shall be articulated through the following dimensions:

BUILDING AN INTERNATIONALLY COMPETITIVE AND INCLUSIVE ECONOMY FOR PROSPERITY

Building an internationally competitive economy in the NMR should not be seen as a choice amongst competing priorities; rather, it should be seen as a means for achieving wider social, environmental and cultural objectives. It will mean ensuring a supportive environment for creating and maintaining quality employment, spur a vibrant and dynamic economy benefiting all persons and seek the availability of skilled and affordable personnel equipped with competitively priced working spaces. This will connect the NMR to the global economy giving access to jobs, markets for goods and services, global knowledge and expertise as well as provide effective linkages between households, work locations, production centres, resource centres and opportunities to create and develop businesses.

- **Commercial, tourism and industrial development:** These are critical elements in the development of the envisaged World Class metropolis.
 - Outline the planning process and guiding principles to be considered – location, growth patterns and linkages.
- **Leveraging Sports and Creative Industries:** These are critical elements in the development of the envisaged World Class metropolis by tapping into the youth potential, and the cultural diversity of the region.
- **Development Hubs:** Commercial hubs, administrative centres and special institutions such as medical, learning/educational complexes, sports and recreational complexes.

DEPLOYING WORLD CLASS INFRASTRUCTURE AND UTILITIES FOR THE REGION

The envisioned Nairobi Metropolitan Region will be endowed with convenient and efficient world class infrastructure and utilities supporting a world class operating environment. The deployment of world class infrastructure facilities and utilities in the NMR will take due cognisance of the diverse needs, including affordability, of the inhabitants in the region. Therefore ensuring effective economic and physical accessibility as well as ensuring equity will be a key focus.

- **Infrastructure:** This will include trunk water system; sewerage system includes treatment, solid waste including disposal systems and public open spaces.
 - Outline the planning process and guiding principles considering existing provisions and projected demand to 2030, 2050 and 2100.
 - Outline systems to achieve efficient development, distribution/delivery, management and maintenance.
 - Focus on tapping into the latent potential of solar energy and other sustainable sources of energy for development;
 - Leverage waste to energy interventions

SECTION VII - STANDARD FORMS OF CONTRACT

- Reducing the region’s eco-logical footprint

OPTIMISING MOBILITY AND ACCESSIBILITY THROUGH EFFECTIVE TRANSPORTATION

Transport forms a key component of creating a competitive business environment as well as means through which various social and environmental objectives will be achieved. An efficient transportation system that minimizes travel times as well as reduces externalities will be put in place. Key in this effort will be the promotion of public transport in ensuring flexibility and freedom of movement in the region. Further, interventions in this block will aim at leveraging the Jomo Kenyatta International Airport (JKIA), Wilson Airport and the Central Railway Station as transport and logistics hubs.

- **Transportation:** The Spatial Development Concept will pay particular attention to the critical issue of transportation – transport system functions
 - Developmental function providing connectivity. Public transport system can define development nodes and hubs such as ground transport terminus, railway terminus and Airport complex.
 - Mobility – different and integrated system for efficient movement of people, goods and services.
 - Elimination of bottlenecks through innovation in design.
 - Focus on transit oriented development

ENHANCING THE QUALITY OF LIFE AND INCLUSIVENESS IN THE REGION

Provision of a world class living environment aimed at the creation of better places to live, work and visit to attract a diverse range of people and together form healthy, vibrant, coherent and safe communities reflecting Kenya and the outward looking posture of the region. Providing a quality living environment for all will include options for housing, social facilities, adequate services – water and sanitation, safe entertainment and recreation facilities, energy efficient and environmentally sustainable amenities in the region.

- **Land- Use Planning:** The NMR covers over 32,000 square Kilometres of land under different jurisdictions and management. Bringing the lot under the Metropolitan arrangement requires thorough and professional consideration and presentation to demonstrate:
 - Necessary transformation, taking into account the existing and critical development imperative.
 - Maximising economic value of land through establishing integrated hierarchy of land uses to enhance value of land.
 - Land distribution systems – release and allocation: Types of ownership and value systems.
 - Special land uses such as nature reserves, forest reserves, historic and cultural sites and parks
 - Urban Land versus rural land: planning and use – parameters and zoning principles.
- **Urbanization prospects:** Different options for urban development to be presented and preferences recommended:
 - Nodal development and establishment of satellite towns, growth poles and/or centres
 - Corridor development as a concentration of linear development or linking development nodes.

SECTION VII - STANDARD FORMS OF CONTRACT

- **Environmentally sustainable urban development throughout the region:** The process of urbanization involves the development of infrastructure and transformation of land uses. The NMR has varying areas which will be affected in different ways through the development of the metropolis. It is expected that all the above interventions will be designed and implemented in the principle sustainability.
- **Housing, Education, Health and Other Social Services:** Housing the population in the transforming region will require innovation in design of the interventions, elimination of the current housing deficiencies and creation of progressive and adequate housing, well serviced with water, sanitation, circulation, waste management, recreation facilities, schools, health and social facilities.
 - Outline the planning process and guiding principles to be considered – location, capacities and development process.

DELIVERING A UNIQUE IMAGE AND IDENTITY THROUGH EFFECTIVE PLACE BRANDING

The Nairobi Metropolitan Region will position itself as the place of choice for residents, visitors and investors in Africa and the World. It will redefine itself optimising on its strengths and building on opportunities to send to Africa and the world a compelling message of its stated ambition to be a leading African global metropolitan region. This message will build on the diversity and uniqueness of the region and synergize other interventions to achieve its ambition. It will seek to build its own unique identity and place in the world taking into account its location, multi-ethnic populace, as well as its various endowments. It will enhance the region’s cultural heritage, good values and promote active community interactions at all levels including the youth, the elderly, women and disadvantaged.

ENSURING A SAFE AND SECURE NAIROBI METROPOLITAN REGION

Safety and security as a means of effecting a quality living environment will be supportive of the endeavours of residents, visitors and investors. It will facilitate free movement of people at all times and promote unfettered social interaction across all segments of society. Furthermore, ability to respond to emergencies across the metropolitan will be enhanced. Passive and active safety and security measures will be integrated across the whole metropolitan infrastructure and amenities.

EMPLOYING WORLD CLASS METROPOLITAN GOVERNANCE SYSTEMS

Effective governance systems will be key in the realization of a sustainable world class Nairobi Metropolitan Region. Governance systems will aim at creating efficient and effective application of available resources to achieve desired results in a transparent and equitable manner. Leadership within the metropolitan will one that that communicates the future path for the region and accurately understands its assets, endowment, and opportunities, taking bold decisions and implementing strategies fully.

Institutional, managerial and financial interventions will be incorporated into the governance structure to produce new policies, services, and tools that communicate well with multiple stakeholders and audiences, to capture and use value created in the metropolitan planning system. Measures to promote



SECTION VII - STANDARD FORMS OF CONTRACT

active collaboration between different parties including neighbouring areas, higher spheres of government, business and civic society will form an integral component of metropolitan governance.

THE COMPETITION PROPOSALS

RESPONSE

The proposal will respond to the challenges of the Nairobi Metropolitan Area outlined above. It will clearly outline the following focus areas within an integrated spatial development framework:

SUBMISSION OF PROPOSALS

a). The consortia shall;

(ii) Format of preparation of Technical Proposals

Competition entries must be presented on an unbendable mounting board measuring preferably 700X1000 mm or in A1 format.

- The Drawings and the explanatory memorandum must be in English.
- The explanatory memorandum must be bound and in A4 format.
- Model must be durable enough to withstand transportation.

REQUIRED SCOPE OF THE SUBMITTED ENTRY

- Drawings (on boards) at suitable scales for the following
 - a) Site location map defining the area in relation to its national and regional context at the scale 1:500,000;
 - b) Detailed thematic maps at a scale of 1:250,000 addressing the goals and objectives for each of the seven key result areas (KRAs).
 - c) Not more than seven posters projecting any images, photographs illustrating the future metropolis in each key result area(KRA)
- A computer generated model presented in soft copy in a CD for the entire metropolitan region
- At least three 3D visualizations that include the surrounding areas (the 3D visualizations must be dynamic and not static in such a way that one can move through the visualizations)
- Explanatory memorandum (separately in a sealed A3 envelope, marked "Explanatory memorandum"), which includes:
 - a) *a detailed description of the design concept*
 - b) *a detailed description responding to the terms of reference including, but not limited to, the public space design concept and conservation areas, public transport and key economic and social infrastructure as outlined in the terms of reference*
 - c) *a detailed description of the planning ideas*
 - d) *main technical data and .*

SECTION VI - THE PROMOTER OF THE COMPETITION

The main promoter of the Competition is the Ministry of Nairobi Metropolitan Development.

NB: The consortia shall at all times liaise very closely with the Promoter's project co-coordinator in all matters regarding Promoter's requirements and written confirmation must be obtained for any changes to the brief and project contents.

TIME ESTIMATE

It is expected that this assignment will be completed within three (4) Calendar Months on signing of the contract services to be provided to the Promoter.

The Promoter is obliged to give all possible assistance as shall reasonably be requested for carrying out the services by the consultant. The consultant is required to state in the technical proposal any specific required inputs from the Promoter and to observe the rules pertaining to the competition including paying out the specified awards.

APPROVAL OF REGULATIONS

The competition was approved by the Public Procurement Oversight Authority. In case of dispute, the English language version of the Competition Regulations and Competition Program shall prevail.

These Competition Regulations were approved by the Ministry of Nairobi Metropolitan Development.

Written documents concerning approval of the Competition Regulations are filed by the promoter of the competition – the Ministry of Nairobi Metropolitan Development.

THE COMPETITION QUESTIONS AND ANSWERS

Any competitors wishing to obtain further information may send questions in writing, by fax or e-mail, to the Competition Secretariat. All such queries received within the deadlines will be answered and displayed on the competition web site of the Ministry of Nairobi Metropolitan Development. This document will then be considered to be an integral part of the competition brief.

THE COMPETITION PRIZES AND HONOURABLE MENTIONS

COMPETITION PRIZES

First Prize:	Kshs. 18,000,000.00
Second Prize:	Kshs. 10,000,000.00
Third Prize:	Kshs. 7,000,000.00

HONORABLE MENTIONS

4

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The total sum for awards intended for non-winning designs which bring remarkable partial ideas and solutions is Kshs. 2,250,000.00

1st honourable mention: Kshs. 1,000,000.00
2nd honourable mention: Kshs. 750,000.00
3rd honourable mention: Kshs. 500,000.00

The jury may award 2 – 3 first prizes ex aequo et bono

In such a case, after anonymity has been lifted and the competition results announced, the jury may decide to interview the *ex-aequo et bono*¹ winners to determine the outright winner.

PAYMENT TERM OF PRIZES AND HONOURABLE MENTIONS

The promoter shall pay the prizes and honourable mentions not later than forty days after announcement of the competition results.

TAXATION OF PRIZES AND AWARDS DISTRIBUTED IN THE COMPETITION

The Prizes and Honourable Mentions awarded to foreign competitors will be subject to provisions of the laws of Kenya.

IMPLEMENTATION

The consultant shall develop a comprehensive implementation programme showing how the proposed spatial planning concept shall be realised.

¹ according to the right and good or from equity and conscience

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I FORM OF CONTRACT

Large Assignments (Lump-Sum Payments)

This Agreement (hereinafter called the “Contract”) is made the _____) day of the month of _____ [month], [year], between _____, [name of client] of [or whose registered office is situated at _____] [location of office] (hereinafter called the “Client”) of the one part AND _____ [name of consultant] of [or whose registered office is situated at _____] [location of office] (hereinafter called the “Consultant”) of the other part.

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Consultant, having presented to the Client that he has 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;

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices: [**Note:** *If any of these Appendices are not used, they should be deleted from the list*]

- Appendix A: Description of the Services
- Appendix B: Reporting Requirements
- Appendix C: Key Personnel and Sub consultants
- Appendix D: Breakdown of Contract Price in Foreign Currency
- Appendix E: Breakdown of Contract Price in Local Currency
- Appendix F: Services and Facilities Provided by the Client



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- 2. The mutual rights and obligations of the Client and the Consultants 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 Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of _____ *[name of client]*

[full authorised representative _____ *name of Client's*

[title] _____

[signature] _____

[date] _____

For and on behalf of _____ *[name of consultant]*

[full name of Consultant's authorized representative] _____

[title] _____

[signature] _____

[date] _____



II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;
- (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;
- (c) “Contract Price” means the price to be paid for the performance of the Services in accordance with Clause 6 here below;
- (d) “Foreign Currency” means any currency other than the Kenya Shilling;
- (e) “GC” means these General Conditions of Contract;
- (f) “Government” means the Government of the Republic of Kenya;
- (g) “Local Currency” means the Kenya Shilling;
- (h) “Member”, in case the Consultant consists of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract;
- (i) “Party” means the Client or the Consultant, as the case may be and “Parties” means both of them;
- (j) “Personnel” means persons hired by the Consultant or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof;
- (k) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (l) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and

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- (m) “Sub consultant” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

- 1.2 Law Governing the Contract** This Contract, its meaning and interpretation and the relationship between the Parties shall be governed by the Laws of Kenya.
- 1.3 Language** This Contract has been executed in English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.4 Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.
- 1.5 Location** The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Kenya or elsewhere, as the Client may approve.
- 1.6 Authorized Representatives** Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.
- 1.7 Taxes and Duties** The Consultant, Sub consultant[s] and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.
- 2.2 Commencement of Services** The Consultant shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective or at such other date as may be specified in the SC.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period, after the Effective Date, as is specified in the SC.

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2.4 Modification Modification of the terms and Conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.

II.5 Force Majeure

2.5.1 Definition For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension Of Time 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.

2.5.4 Payments During the period of his inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period.

II.6 Termination

2.6.1 By the Client The Client may terminate this Contract by not less than thirty (30) days’ written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in this Clause;

- (a) if the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultant becomes insolvent or bankrupt;
- (c) if, as a 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) days; or

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- (d) if the Consultant, in the judgement of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;

“corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the selection process or in Contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of Contract to the detriment of the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

- (e) if the Client in his sole discretion decides to terminate this Contract.

2.6.2 By the Consultant

The Consultant may terminate this Contract by not less than thirty (30) days’ written notice to the Client, such notice to be given after the occurrence of any of the following events;

- (a) if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within sixty (60) days after receiving written notice from the Consultant that such payment is overdue; or
- (b) if, as a 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) days.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultant:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable costs incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General The Consultant shall perform the Services and carry out his



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obligations with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client and shall at all times support and safeguard the Client's legitimate interests in any dealing with Sub consultants or third parties.

1.2 Conflict of Interests

- 3.2.1 Consultant (i) Not to Benefit from Commissions, Discounts, Etc.**
- The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and the Consultant shall not accept for his own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.
- (ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.
- (iii) Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any applicable procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of the Client.
- 3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project**
- The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and his affiliates, as well as any Subconsultant and any of his affiliates, 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.
- 3.2.3 Prohibition of**
- Neither the Consultant nor his subconsultant[s] nor their personnel shall engage, either directly or

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- Conflicting Activities** indirectly in any of the following activities:
- (a) during the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract; or
 - (b) after the termination of this Contract, such other activities as may be specified in the SC.
- 3.3 Confidentiality** The Consultant, his subconsultant[s] and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 3.4 Insurance to be Taken Out by the Consultant** The Consultant (a) shall take out and maintain and shall cause any subconsultant[s] to take out and maintain, at his (or the subconsultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5 Consultant's Actions Requiring Client's Prior Approval** The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
 - (b) appointing such members of the personnel not listed by name in Appendix C ("Key Personnel and Subconsultants").
- 3.6 Reporting Obligations** The Consultants shall submit to the Client the reports and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.
- 3.7 Documents prepared by the Consultant to Be the Property of the Client** All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of the Client and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

4. CONSULTANT’S PERSONNEL

4.1 Description of Personnel The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultant’s Key Personnel are described in Appendix C. The Key Personnel and Sub consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

- 4.2 Removal and/or Replacement Of Personnel**
- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
 - (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client’s written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
 - (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions The Client shall use his best efforts to ensure that he provides the Consultant such assistance and exemptions as may be necessary for due performance of this Contract.

5.2 Change in the Applicable Law If after the date of this Contract, there is any change in the Laws of Kenya with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Consultant, 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 and corresponding adjustments shall be made to the amounts referred to in Clause 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities The Client shall make available to the Consultant the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANT

- 6.1 Lump-Sum Remuneration** The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Sub consultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.
- 6.2 Contract Price** (a) The price payable in foreign currency is set forth in the SC.
(b) The price payable in local currency is set forth in the SC.
- 6.3 Payment for Additional Services** For the purposes of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.4 Terms and Conditions of Payment** Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of a bank guarantee for the same amount and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met and the Consultant has submitted an invoice to the Client specifying the amount due.
- 6.5 Interest on Delayed Payment** Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4. 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 .

7. SETTLEMENT OF DISPUTES

- 7.1 Amicable Settlement** The Parties shall use their best efforts to settle Amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 7.2 Dispute Settlement** Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred by either Party to the arbitration and final decision of a person to

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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.

III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of and Supplements to Clauses in the General Conditions of Contract
----------------------------	---

1.1(h) (i) The Member in Charge is : **Permanent Secretary, Ministry Of Nairobi Metropolitan Development**

ii) The consultant’s representative is: _____

1.4 The addresses are:

Client: **Ministry of Nairobi Metropolitan Development**
 Attention: **Mr. T.G. Ndorongo**
 Telephone: **020-317224/317235**
 Facsimile: **317226**

Consultant: _____
 Attention: _____
 Telephone: _____
 Telex: _____
 Facsimile: _____

1.5 Description and location of the assignment: To develop a Spatial Planning Concept and spatial development plan for Nairobi Metropolitan Region, Kenya.

1.6 The Authorized Representatives are:

For the Client: **Permanent Secretary, Nairobi Metropolitan Development.**

For the Consultant: _____

1.7 The consultant will be paying withholding taxes

2.1 The date on which this Contract shall come into effect is: **Effective date shall be on signing the contract between the two Parties**

2.1 The date for the commencement of Services is: **Shall be 14 days on signing the contract OR as agreed upon between the parties.**

2.2 The period shall be: **The assignment shall be for a period of 4 calendar months.**

3.4 The risks and coverage shall be:

- (i) Professional Liability: Professional Indemnity
- (ii) Loss of or damage to equipment and property: **3rd Party Insurance based on the value of the property**



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6.2(b) The amount in local Currency is: Kenya Shillings

2.1

Settlement of Disputes: Arbitration and Mediation:

Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and mediation 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.