



REQUEST FOR PROPOSALS (RFP) - SELECTION OF CONSULTANTS

TENDER TITLE: CONSULTANCY FOR CONSTRUCTION SUPERVISION OF ALTERATIONS AND UPGRADES AT AGRICULTURE & FOOD AUTHORITY - HORTICULTURAL CROPS DIRECTORATE (HCD) PACK HOUSE, KIBWEZI, MAKUENI COUNTY

TENDER NUMBER: PRQ20241415

ISSUE DATE: 30TH APRIL 2025

DUE DATE: 22ND MAY 2025 AT 11:00 AM KENYA TIME

TENDER INSTRUCTIONS

CONTENTS

Introduction

1. [General](#)
2. [Acceptance of Tenders](#)

[Instructions to Consultant \(ITC\)](#)

3. [Pre-bid meeting and/or site visit](#)
4. [Costs and Charges](#)
5. [Language of Proposal](#)
6. [Only One Proposal](#)
7. [Validity](#)
8. [Clarifications and Amendments](#)
9. [Eligibility](#)
10. [Format of Your Tender](#)
11. [Part A Preliminary Requirements](#)
12. [Part B Executive Summary](#)
13. [Part C General and Technical Proposal](#)
14. [Part D Financial Proposal](#)
15. [Confirmation of Experience Letter / References](#)
16. [Sustainability Considerations](#)
17. [Evaluation Criteria and Process](#)
18. [Technical Evaluation](#)
19. [Financial Evaluation](#)
20. [Negotiation](#)
21. [Packaging, Submission and Delivery of Tenders](#)
22. [Complaints](#)
23. [Deviations, Reservations, and Omissions](#)
24. [Determination of Responsiveness](#)
25. [Late tenders will not be accepted.](#)
26. [Nonconformities, Errors, and Omissions](#)
27. [Terms of reference](#)
28. [Annexes](#)
29. [Annex 1: Supplier Code of Conduct](#)
30. [Annex 2: Technical Bid Submission Form](#)
31. [Annex 3: Curriculum Vitae Template](#)
32. [Annex 4: Financial Bid Submission Form](#)
33. [Annex 5: Financial Proposal Pro-Forma Templates](#)
34. [Annex 6: Draft Contract Template](#)
35. [Annex 7: Email Submission Guidelines](#)

General

1. This Request for Proposal (RFP) and the instructions for compiling and submitting your Proposal are designed to help you produce a Proposal that is acceptable to TMA as well as ensuring that Proposals are given equal consideration. TMA will select the most economically advantageous tender. It is essential, therefore, that you provide the information requested in the specific format and no other.
2. **TRADEMARK AFRICA (TMA) is not bound to accept the lowest price, or any proposal. We also reserve the right to request any, or all, Consultants to clarify the proposals submitted.**

Instructions to Consultants

3. Pre-submission meeting and/or site visit

A pre-submission meeting will be held virtually on **9th May 2025 at 11:00 AM Kenya time**, interested bidders are encouraged to join using the link provided herein.

Join the meeting now

Meeting ID: 313 184 122 126 0

Passcode: xe3WR7hS

4. Costs and Charges

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

5. Language of Proposal

The proposal, as well as all correspondence and documents relating to the proposal exchanged between the consultant and TMA shall be written in the **ENGLISH** language. Any other language shall lead to disqualification of the proposal. In cases where there is a translation, it must be endorsed by an authorized translator.

6. Only One Proposal

The Consultant (including the individual members of any joint venture (JV)) shall submit only one proposal, either in its own name or as part of a JV in another proposal. If a Consultant, including any JV member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude the Consultant's staff from participating as key experts and non-key experts in more than one proposal. However, the same sub-Consultant may participate in several submissions.

If the consultant is a consortia/JV, the RFP shall include:

a copy of the JV agreement entered by all members,

or

a letter of intent to execute a JV agreement, signed by all members together with a copy of the agreement proposal.

In the absence of this document, the other members will be considered as sub-consultants. Experiences and qualifications of sub-consultants shall not be considered in the evaluation of the proposals.

7. Validity

The proposals must remain valid for not less than **120 days** from the date of submission. TMA shall endeavor to complete the evaluation and communicate within this period. The proposals shall be prepared in indelible ink, and it shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultant. Any such corrections must be initialled by the person(s) who sign(s) the proposals.

8. Clarifications and Amendments

Enquiries must only be for the purposes of clarifying the content of this RFP. All enquiries must clearly specify the tender title, number, section being queried and should be emailed to procurement@trademarkafrica.com.

Interested Consultants may request clarifications on this RFP up to **seven (7)** days before the submission date. TMA will endeavor to reply within three (3) working days of receipt of the sought clarification(s) to any reasonable request for explanation. It will be at TMA's discretion to provide additional information where necessary.

Final clarifications with TMA's responses will be shared with all potential Consultants and/or made public on the prescribed website. Consultants are advised to frequently check the prescribed website for updates for review and consideration in preparation of their submissions.

Should TMA deem it necessary to amend the RFP, because of clarifications, it shall do so by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all Consultants and will be binding on them. TMA may extend the proposal submission deadline to give the Consultants a reasonable time to take an amendment into account in their proposals.

9. Eligibility

This assignment is eligible to firms and consortiums only. Application received from individual consultants shall be automatically disqualified.

TMA permits Consultants (firms, including JVs and their members) from all countries to offer consulting services for TMA-financed projects.

Furthermore, it is the Consultant's responsibility to ensure that its experts, JV members, sub-Consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by TMA.

- a) **Sanctions:** A firm or an individual sanctioned by TMA in accordance with the Supplier Code of Conduct shall be ineligible to be awarded or benefit from a TMA-financed contract, financially or otherwise, during such period of time as TMA shall determine.

Consultants debarred by the World Bank, the Public Procurement and Disposal Act (PPDA) of the Governments of all TMA countries of operation, TMA donors and/or any other international donor agency are barred from bidding.

- b) **Prohibitions:** Consultants and individuals of a country or goods manufactured in a country may be ineligible if indicated in TMA's Supplier Code of Conduct and:

- as a matter of law or official regulations, the recipient's country prohibits commercial relations with that country, provided that TMA is satisfied that such exclusion does not preclude effective competition for the provision of services required; or
- by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the recipient's country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

- c) **Restrictions for Government-owned Enterprises:** Government-owned enterprises or institutions in the recipient's Country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of TMA.

To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it is a legal entity separate from the government; it does not currently receive any substantial subsidies or budget support; it is not obligated to pass on its surplus to the government; it can acquire rights and liabilities, borrow funds, and can be liable for repayment of debts and be declared bankrupt; and it is not competing for a contract to be awarded by the government department or agency which, under the applicable laws or regulations, is its reporting or supervisory authority or has the ability to exercise influence or control over it.

- d) **Restrictions for public employees:** Government officials and civil servants of the recipient's country are not eligible to be included as experts in the Consultant's proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Recipient's country, and they

- are on leave of absence without pay, have resigned or retired.
- are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring.

(in case of resignation or retirement, for a period of at least six (6) months, or the period established by statutory provisions applying to civil servants or government employees in the recipient's country, whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in consultant's proposal); and

- their hiring would not create a conflict of interest.

10. Format of Your Proposal

Your Proposal should be set out in four (4) main parts:

- Part A – Preliminary Requirements.
- Part B – Executive Summary.
- Part C – General and Technical; and
- Part D – Financial.

11. Part A Preliminary Requirements

Consultants are required to submit scanned copies of the documents below:

- Signed and stamped Supplier Code of Conduct (**Annex 1**) with all pages initialized.
- Signed consortia/JV agreements or letters of intent (applicable to consortia/JV) between your selected partners; and
- Signed power of attorney.

Failure to submit the above requirements may lead to disqualification.

Parts A, B & C may be contained in one PDF document. However, the Financial Proposal (Part D) must be submitted as a **separate PDF document** to enable the Technical and Financial proposals to be evaluated independently.

Please do not include any financial/price information in Parts A, B or C. Inclusion of any price information in Parts A, B or C **shall lead to rejection of the Proposal**.

12. Part B Executive Summary

This should be a brief overview of your tender covering how you intend to achieve the outputs and your assessment of the resources required.

13. Part C General and Technical Proposal

Your technical submission should contain the following:

- a) Signed and stamped Technical Bid Submission Form (**Annex 2**).
- b) The firm's previous relevant experience should include the client's contact details, description of the assignment undertaken, and start and end dates of each assignment. Refer to **Annex 3** in this RFP.

- c) Technical response (including method of implementation and your proposed quality assurance mechanisms).
- d) A list of the names and designations of all proposed experts/key personnel who will work on this project. Please clearly indicate the positions/roles to be played by the personnel to match those requested for in the Terms of Reference (ToRs). The team composition template is **Annex 4** in this RFP.
- e) The Curriculum Vitae (CVs) of proposed experts with information relevant to this project to support the proposed expert for this assignment. The CV template is **Annex 5** in this RFP.
- f) **Only one (1) CV** shall be submitted for each of the proposed key expert positions. If more than one CV is submitted for the same position, only the first CV will be evaluated; and
- g) Consultants must confirm that their proposed key expert will be available to provide the required services for the duration of the contract.

NOTE:

- **The technical proposal shall not include any financial information. The Inclusion of any financial information shall lead to the proposal being declared non-responsive.**
- **The technical proposal MUST be in PDF and password protected.**

Consultants are advised to respond in line with or in reference to the scoring criteria as indicated in the **Technical Evaluation** section of this RFP document.

14. Part D Financial Proposal

The financial proposal shall be prepared using the standard forms annexed in the RFP. It shall list all costs associated with the services, including (a) remuneration of key experts and non-key experts, (b) other expenses, and (c) all applicable taxes.

a) Contents: The financial proposal should contain the following information:

- Signed and stamped Financial Bid Submission Form (**Annex 6**); and
- Pricing details using the enclosed pro-formas. Besides completing proforma 1, bidders must complete proformas 2, 3 and 4 on a fees and expenses basis to demonstrate the cost breakdown of the milestone payments. Innovation is encouraged in the development and pricing of technical and commercial proposals (**See Annex 7 for Templates**).
- The financial proposal should not be combined with the technical proposal but should be submitted as a separate document.
- The financial proposal **MUST be in PDF and password protected.**

b) Currency of Proposal: The financial proposal shall be stated in **United States Dollars (\$)**.

c) Taxes:

- The financial proposal should clearly estimate, as a separate amount, the different applicable taxes, duties, fees, levies, and other charges imposed in **Kenya** under the Applicable law, on the Consultants, the sub-Consultants, and their experts (other than nationals or permanent residents of the Country).

- The consultant, its sub-Consultants and experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in this RFP. The Consultant is required to obtain information on taxes in the Country where the contract is to be implemented.
- The resultant Contract will be domiciled in **Kenya**.
- TMA funds shall not be used to meet the cost of any Value Added Tax (VAT).
- Consultants should clearly break down and separate the tax components in their financial proposals to facilitate evaluation of the financial proposals.

15. Confirmation of Experience Letter / References

References of potential Consultants which have been given by a current TMA employee shall not be accepted in support of the submission of a Proposal as part of a procurement process. For the avoidance of doubt, only TMA's confirmation of experience letter / references signed by the Head of Procurement are acceptable in support of applications, bids, proposals, or submissions.

16. Sustainability Considerations

TMA has adopted the World Bank's Environmental and Social Framework (ESF) as mentioned in the Supplier Code of Conduct. Consultants are required to demonstrate how the implementation of their proposed solution shall address/enhance sustainability.

17. Evaluation Criteria and Process

In assessing the proposals submitted, the evaluation panel will use the Quality and Cost Based Selection (QCBS) as specified in this RFP.

18. Technical Evaluation

The technical evaluation will be based on a scoring system marked out of a maximum score of **100 Marks**. Only proposals that score a minimum of **70 marks** out of possible **100 marks** will be deemed to be "technically responsive".

The detailed evaluation criteria are provided below:

No	Evaluation Criteria	Maximum Score
1.	Understanding / Conceptualization of the ToRs/Objectives (5 Marks)	
1.1	Demonstrate understanding the scope of the assignment and stakeholders involved.	2
1.2	Demonstrate understanding of supervision duration and stages of key project activities e.g. pre-supervision planning, construction supervision, testing, commissioning and defects liability period.	3
2.	Statement of approach/methodology (30 Marks)	
2.1	Clear demonstrable understanding of the programme management and contract management functions of similar assignments.	5

No	Evaluation Criteria	Maximum Score
2.2	Demonstrable understanding of the review of designs and employer's requirements.	5
2.3	Demonstrable understanding of the construction supervision and management, inspection and review of contractor's work and project monitoring. Dealing with non-conformities.	5
2.4	Clear demonstrable understanding of materials testing, acceptance and non-acceptance of tests.	2
2.5	Promotion of users training to buffer their capacity.	2
2.6	Understanding of Environmental and Social Safeguards monitoring and management	2
2.7	Undertaking of Consultant's reporting	2
3.	Work plan showing the supervision duration. Work plan should be SMART with narrative description and tabular presentation.	2
4.	Comprehensive and logical organo-gram showing key staff and non-key staff	2
5.	Company Experience in at least 3 similar or related assignments in the last 5 years.	3
	Key personnel	
1.0	Project Lead & Civil / Structural Engineer (15 Marks)	
1.1	Provide signed CV	1
1.2	Provide evidence for possession of at least Degree in BSc (Civil/structural Engineering) or equivalent	2
1.3	Registered Professional Engineer or Consulting Engineer with Engineers Board of Kenya or equivalent. Provide copies of certificate.	2
1.4	Demonstrate post-qualification experience with over 15 years' experience managing design and construction of building projects, experience in contract administration, evaluation of contractor's claims.	3
1.5	Experience as Project Engineer/Team leader/Project Director on at least three (3) building project of similar magnitude in the last 3 years.	6
1.6	Master's degree holders and above any of the related field	1
2.0	Project Architect (10 Marks)	
2.1	Provide signed CV	1
2.2	Provide evidence for possession of at least Degree in Architecture or equivalent	2
2.3	Registered Architect with the Board of Registration of Architects and Quantity Surveyors (BORAQS) with a minimum of 10 years' experience in the field. Provide copies of certificate.	2

No	Evaluation Criteria	Maximum Score
2.4	Demonstrate post-qualification experience with over 10 years' experience managing building project and experience in contract administration, evaluation of contractor's claims.	2
2.5	Experience in supervision of at least three Design and supervision building projects of similar scope and size in the last 3 years.	3
3.0	Electrical Engineer (10 Marks)	
3.1	Provide signed CV	2
3.2	Provide evidence for possession of at least University Degree BSc (Electrical Engineering) or equivalent	2
3.3	Registered with Professional body of Institution of Engineers of Kenya and Engineers Board of Kenya or equivalent etc. Provide copies of certificate.	2
3.4	Demonstrate post-qualification experience with over 10 years on at least three electrical systems construction contracts of comparable magnitude in the last three years	3
3.6	Having the Energy and Petroleum Regulatory Authority licence as a supervisor of electrical works.	1
4.0	Mechanical Engineer (10 Marks)	
4.1	Signed CV	2
4.2	Provide evidence for possession of at least University Degree BSc (Mechanical Engineering) or equivalent	2
4.3	Registered with Professional body of Institution of Engineers of Kenya and Engineers Board of Kenya or equivalent etc. Provide copies of certificate.	2
4.4	Demonstrate post-qualification experience with over 10 years on at least three mechanical systems construction contracts of comparable magnitude in the last three years	3
4.5	Experience in on-site inspection and works measurement for cooling and ventilation contracts.	1
5.0	Quantity Surveyor (10 Marks)	
5.1	Signed CV	2
5.2	Provide evidence for possession of at least University Degree Bachelor degree in Building Economics or equivalent	2
5.3	Registered as a Quantity Surveyor with the Board of Registration of Architects and Quantity Surveyors (BORAQS) with a minimum of 8 years' experience in the field.	2
5.4	Demonstrate post-qualification experience with over 8 years on at least three construction contracts of comparable magnitude in the last three years	3
5.5	Experience in contract administration, evaluation of contractor's claims.	1

No	Evaluation Criteria	Maximum Score
6.0	Clerk of Works (5 Marks)	
6.1	Signed CV	1
6.2	Provide evidence for possession of at least Degree or diploma level qualification in the relevant discipline preferably in Building Construction or Civil Engineering.	2
6.4	Demonstrate post-qualification experience with over 10 years on at least one construction contracts of comparable magnitude in the last two years	2
7.0	Safety and Environmental Safeguards Expert (5 Marks)	
7.1	Signed CV	1
7.2	Undergraduate degree in relevant Social and Environmental studies or equivalent. Attach Certificate. Experience in safety and environment work.	2
7.3	Valid EIA/EA licence from NEMA or equivalent body. Attach Certificate.	1
7.4	Valid health and safety certification.	1
	Grand Total out of 100	100

Bidders who achieve the minimum technical score of **70 Marks** out of **100 marks** will qualify for the financial evaluation.

The weight given to the technical proposal shall be **70%** and the weight given to the financial proposal shall be **30%**.

19. Financial Evaluation

All substantially responsive proposals that score **70 marks or more** out of 100 marks from the **technical evaluation** shall have their financial proposals evaluated.

The formula for determining the financial score (SF) shall be as follows:

Sf = 30% x fm/f where:

Sf = is the financial score

Fm is the lowest fees quoted and

F is the fees of the proposal under consideration.

The lowest fees quoted will be allocated the maximum score of **30%**.

The bidder's proposals will be ranked according to their combined technical score (st) and financial score (sf) and weighted accordingly. The formula for the combined scores shall be as follows: $S = ST \times T\% + SF \times P\%$

Where:

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

St is the technical score.

Sf is the financial score.

T is the weight given to the technical proposal (in this case **70%**) and

P is the weight given to the financial proposal (in this case **30%**)

Note P + T will be equal to **100%**.

The bidder who has achieved the highest combined technical and financial score shall be declared successful and subsequently invited for clarifications.

20. Negotiation

TMA, may at its discretion, choose to negotiate either with all Consultants that have passed technical and financial evaluation, or a shortlist of such, on any aspects of the TOR, proposed methodology, key expert, inputs, price and/or conditions of the contract.

21. Packaging, Submission and Delivery of Tenders

All submissions must be submitted via TMA's procurement mailbox using the email address, procurement@trademarkafrica.com on or before **22nd May 2025 on or before (11:00 am Kenya Time)**. Please note that the maximum size of each email with attachments must not exceed **5MB**. The Technical and Financial proposal shall be submitted **as two separate documents in PDF format**, in the same email or as separate emails.

Both Technical and Financial proposals MUST be password protected.

22. Late tenders.

No late tenders will be accepted. No special pleadings will be accepted. Faxed or hard copy proposals/samples shall be rejected.

23. Complaints

Any questions, queries or concerns about the procurement process should be raised directly with the Head of Procurement in the first instance via procurement@trademarkafrica.com, who will address the matters raised. If the matter is not satisfactorily resolved, the complainant is encouraged to write to complaints@trademarkafrica.com.

24. Deviations, Reservations, and Omissions

During the evaluation of bids, the following definitions apply:

- "Deviation" is a departure from the requirements specified in the Bidding Document.
- "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and

- “Omission” is the failure to submit part, or all of the information or documentation required in the Bidding Document.

25. Determination of Responsiveness

TMA’s determination of a bid’s responsiveness is to be based on the contents of the bid itself. A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

- if accepted, would: -
 - Affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
 - Limit in any substantial way, inconsistent with the Bidding Document, the Employer’s rights or the Bidder’s obligations under the proposed Contract; or
- If rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids:
- The Employer shall examine the technical aspects of the bid submitted in accordance with Invitation to Consultants (ITC), Technical Proposal in particular, to confirm that all requirements have been met without any material deviation, reservation, or omission; and
- If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

26. Nonconformities, Errors, and Omissions

- Provided that a bid is substantially responsive, the Employer may waive any non-conformity in the bid.
- Provided that a bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.
- Provided that a bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price may be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component.

TERMS OF REFERENCE

CONSULTANCY FOR CONSTRUCTION SUPERVISION OF ALTERATIONS AND UPGRADES AT AGRICULTURE & FOOD AUTHORITY - HORTICULTURAL CROPS DIRECTORATE (HCD) PACK HOUSE, KIBWEZI, MAKUENI COUNTY

1. BACKGROUND INFORMATION

1.1 General

TradeMark Africa (TMA) is a leading African Aid-for-Trade organisation that was established in 2010. TMA aims to grow intra-African trade and increase Africa's share in global trade, while helping make trade more pro-poor and more environmentally sustainable. Our focus on reducing the cost and time of trading across borders through enhanced trade policy, better trade infrastructure, standards that work for businesses, greater use of digital innovations and a focus on creating trade access for vulnerable groups, has contributed to substantially lower cargo transit times through improved border efficiency, and reduced trade barriers.

TMA recently rebranded from TradeMark East Africa (TMEA), reflecting our ambitions to serve partners in driving continental-wide trade gains, and are expanding from East and the Horn of Africa to Southern and West Africa. TMA operates on a not-for-profit basis and is funded by institutional and philanthropic development partners. TMA works closely with regional and continental intergovernmental organisations, national Governments, the private sector, and civil society organisations to deliver results that drive shared prosperity and reduce poverty. For more information, please visit www.trademarkafrica.com

TMA intends to use part of the fund from EU-funded Business Environment and Export Enhancement Programme (BEEEP) towards improving existing and dilapidated Agriculture & Food Authority (AFA) - Horticultural Crops Directorate (HCD) Pack House, Kibwezi, Makueni County. This assignment entails supervision of construction improvements to the existing warehouse works that includes floor, walls, roof, ceiling, washrooms, kitchen, offices, gatehouse, a new ablution block and the associated external works all to be done within a period of 6 months. The design work has been done by others and the tendering for the contractor ongoing concurrently. The works are intended to start in the month of June 2025 and completed within 6 months. The Defects Notification Period (Defects Liability Period) shall be 12 months.

TMA, AFA-HCD seek the services of a supervision consultant to provide all the technical support services which may be deemed relevant to the above work. The detailed description of the consulting services to be performed by the consultant is described in these Terms of Reference (TOR).

1.2 Selection Criteria

The Consultant selected to undertake the Supervision Consultancy shall have extensive experience in the Construction Supervision of building projects.

1.3 Project Description/ Location

The project constitutes improvement of existing pack house – warehouse building and the new ablution block.

2. Objectives

The overall objective of the project is to attain an improved facility that is able to meet the community needs of stability in fresh produce handling and facilitate efficient operations of the pack house as well as economic growth and improves living standards in Kenya. The project is to be completed within the contract sum, quality standards and timelines. The Consultant will be appointed as the Assistant to the Employer's Representative to represent TMA, AFA - HCD and a letter on delegation of powers shall be issued at the commencement of the assignment.

The Consultant as the Assistant to the Employer's Representative shall provide services, based on FIDIC Conditions of contract, to include but not be limited to the following:

- Check the Contractor's site progress reports – daily, weekly and monthly,
- Submit to the Employer's Representative the reviews on the contractor's progress,
- Review the Contractor's Interim Payments requests and approve for further processing,
- Ensure the project is constructed to the required/contracted standard and specifications, and within the Contract Sum.
- Receive the Contractor's work programme and working drawings, submit comments to the Employer's Representative.
 - Supervise all structural support system construction works,
 - Supervise all production equipment installation works,
 - Enforce environmental and social safeguards mitigation measures and provide periodic reports,
 - Check and forward interim and final payment certificates for approval by the Employer's Representative. Review and assess the accuracy of payment certificates based on the Contractor's milestones stated in the contract.
 - Evaluate contractual claims and forward recommendations to the Employer's Representative
 - Review the Contractor's monthly progress and end of project reports and send comments to the Employer's Representative
 - Regularly, conduct project cost appraisals and advice the Client.
 - Provide training to client's personnel.
 - Support technical audits, baseline and end of project evaluations (if any) initiated by the Employer and Financier.
 - Review the Contractor's as built drawings and forward recommendations to the Employer's Representative
 - Prepare final completion report.

3. SCOPE OF THE WORK

3.1 General

This document outlines the Terms of Reference (TOR) for the Construction Supervision services required for the Common User Facility located at the Horticultural Crops Directorate (HCD) Pack House in Kibwezi, Makueni County. The project involves rehabilitation of the packing house facility, offices and gate house; and the construction of a new washroom block for the packaging staff. TradeMark Africa (hereinafter referred to as "the Client") intends to engage a qualified and experienced Construction Supervision Consultant (hereinafter referred to as "the Consultant") to ensure the project is executed in accordance with the approved design, specifications, budget, and schedule.

3.2 Background information

The Horticultural Crops Development (HCD) pack house in Kibwezi, located in Makueni County, is a vital asset in Kenya's horticultural sector, excelling in the production of mangoes, avocados, various vegetables, oranges, tangerines, pawpaw, watermelons, eggplant, okra, and bell pepper. In 2023, the County produced approximately 762,476 tons of fruits and vegetables, valued at KES 24.2 billion, an impressive 33.8% increase from the previous year. Makueni County is recognized as the leading producer of mangoes in Kenya, contributing significantly to the country's export earnings. In 2023, Makueni produced approximately 199,626 tons of mangoes valued at KES 5.9 billion, accounting for 30.5% of national production. This production capacity positions the county as an ideal candidate for a multi-commodity export hub.

Despite its strategic location along key transport routes, including the Nairobi-Mombasa highway and proximity to the Standard Gauge Railway (SGR), the HCD pack house remains underutilized. Currently, high post-harvest losses are attributed to inadequate infrastructure for proper handling, packaging, and storage of produce. The operationalization of the HCD pack house as a common user facility is essential to reducing these losses and improving market access for smallholder farmers.

The facility has the potential to serve not only mangoes but also other fresh produce such as avocados and vegetables. By establishing it as a common user facility, the pack house can provide shared processing, packaging, and storage services that meet international standards. This will enhance year-round utilization and support local farmers by providing access to value added services.

Makueni's diverse agro-ecological zones further enhance its capacity for cultivating various crops, reinforcing its position as a multi-commodity export hub. The operationalization of this pack house aligns with Kenya's national development agenda, which emphasizes agricultural transformation and economic growth through enhanced agro-processing capacity.

Moreover, global demand for fresh horticultural products continues to grow, with international markets imposing strict quality and safety requirements on imported produce. The HCD pack house will play a crucial role in ensuring that produce meets these standards, thereby enhancing Kenya's competitiveness in global markets.

Successful implementation of this project will not only benefit local farmers but also contribute to broader economic development goals by increasing export value and creating job opportunities within the agricultural value chain.

3.2.1 Specific Objectives of the Consultancy Services

The primary objectives of this consultancy are to:

- i. Carry out designs review and undertake supervision of all construction works.
- ii. Ensure the construction is carried out in strict accordance with the approved architectural and engineering drawings, specifications, and contract documents. Provide the contractor with any missing technical details for construction purposes.
- iii. Monitor and control the quality of materials and workmanship to achieve the required standards.
- iv. Manage the project schedule to ensure timely completion within the agreed timeframe.
- v. Control project costs and ensure adherence to the approved budget.
- vi. Ensure compliance with all relevant building codes, regulations, and safety standards.
- vii. Act as the Client's representative on site and provide regular progress reports.
- viii. Facilitate effective communication and coordination between the Client, Contractor, and other stakeholders.
- ix. Minimize risks and resolve any issues that may arise during construction.

3.2.2. Scope of the Consultancy Services

The role of the Consultant under this Contract is summarized below: -

- i. Be stationed at the site office/s provided under the works contract with counterpart personnel to supervise the construction, erection and consequently commissioning of the Project as defined in the Terms of Reference.
- ii. Act on behalf of the Client within the delegated authority in carrying out his duties including project management & related functions in accordance with Conditions of Contract for Construction (First Ed. 1999) Contracts Format: Part I & Part II separated for Building and Engineering Works designed by the Employer in the implementation of the Project.
- iii. Review Contractor 's submissions and report to the Client.
- iv. Monitor the Project in every stage of the Project and take appropriate corrective measures.
- v. Provide accurate and timely feedback to the Client about the various aspects of the Project including schedule, design, cost implications and trouble shooting.
- vi. Inspection and testing at the manufacturer 's works and monitor delivery according to the Employer 's Requirements (Conditions of Contract for Construction (First Ed. 1999) Contracts Format: Part I & Part II separated for Building and Engineering Works designed by the Employer in the implementation of the Project.
- vii. Supervision of all aspects of electrical works and related works, testing during incorporation into the works, commissioning and assist the Client during performance tests and provisional acceptance.
- viii. Lead and guide the counterpart staff in the commissioning and performance tests.
- ix. Technology transfer to the Client 's technical personnel.
- x. Review of training procedures of operation and maintenance training programs, to be carried out by the Contractor.

- xi. Review and finalization Operation and Maintenance Manual submitted by the Contractor.
- xii. Submission of periodic reports to the Client.
- xiii. Review and finalize the As-built drawings and documents.
- xiv. Assist the Client in the environmental management aspects of the Project.
- xv. Provide technical assistance during the Defects Notification Period and final acceptance of the Works.

3.2.3. Detailed Scope of The Consultancy Services Required

The scope of Project Management Services including Construction Supervision & Defects Liability Support Services required shall be classified as follows:

3.2.3.1. General Project Management Related Functions

The Consultant is responsible for the following:

- i. Establish a system acceptable to the Client for project management.
- ii. Review all documents submitted by the Contractor with respect to planning, scheduling and progress during the project execution period.
- iii. Establishment of a documentary control system and administer the control system.
- iv. Ensure that quality control and engineering standards are consistently maintained throughout the project and within cost and time constraints.
- v. Preparation and submission of monthly and quarterly progress reports together with up to-date cost disbursement.
- vi. Check and recommend the Contractor 's interim & final invoices and other claims, if any, to the Client for payment.
- vii. Organize and conduct periodic meetings to co-ordinate all activities.
- viii. Organize and conduct special meetings to deal with urgent matters whenever required.
- ix. Review the quality control, health and safety procedures/manuals for the Project.
- x. Review of spare parts requirements and stock level of spares.
- xi. Review special tools requirements.
- xii. Follow up of procurement and delivery of plant and equipment.
- xiii. Arrange inspection visits, monitor and control of Works for the purpose of certifying progress payments.
- xiv. Assist the Client in issuing the payment certificates.
- xv. Maintain records on payment made by the Client to the Contractor.
- xvi. Prepare monthly progress reports.
- xvii. Maintain records of contractual claims if any by the Contractor.
- xviii. Assist the Client in contractual matters with the Contractor (guarantees, performance bonds, insurance, claims, etc.)
- xix. Inspect and direct preventive safety and environmental control measures.
- xx. Lead the regular site co-ordination meetings.
- xxi. Monitor job safety.
- xxii. Resolve site engineering issues.
- xxiii. Co-ordinate the over-all construction schedule.

- xxiv. Review the Operation & maintenance manuals prepared by the Contractor.

3.2.3.2. Specific project management duties

- i. Construction Kick-off & Contractor's Mobilization Support
- ii. Pre-Construction Scope of Works: Confirmation of the relevance of the initially conducted Surveys including:
 - ✓ Pre-Construction site assessment & inception
 - ✓ Review and confirmation of the project scope and requirements
- iii. Construction Supervision Scope of Services:
 - ✓ Architectural Scope Supervision Services
 - ✓ Building Design Scope Supervision Services (Civil, Structural, Electrical & Mechanical Engineering Supervision Services)
 - ✓ Testing, Commissioning and Training of the End-User at Practical Completion of the project
- iv. Operational Furniture & Equipment Details, Specifications and Schedules & set-up supervision services
- v. Provision of As-Built Designs, Operational manuals including Maintenance Schedules
- vi. Defects Liability Support

This stage involves the handing over/possession of the site to the Contractor, administration of the contract and supervision of the works to ensure quality control as well as cost control. The Consultant will undertake several responsibilities and not limited to those listed hereunder, in liaison with AFA-HCD and TradeMark Africa:

3.2.3.3. Pre-Construction Phase:

The Consultant with the Client 's participation shall undertake to implement the following: -

- i. Review and comment on the Contractor's work program, method statements, and quality control plan.
- ii. Participate in pre-construction meetings and site handover.
- iii. Verify the Contractor's insurance and bonds.
- iv. Assist in establishing site procedures and protocols.

3.2.3.4. Construction Phase

The Consultant shall undertake the following:

- i. To ensure that works on the building complex are completed within six (6) months. Carry out quarterly inspections during the 12months Defects Liability Period.
- ii. The quality and quantity assurance shall be the sole responsibility of the consultants being the ones in charge of the Project;
- iii. Full-time detailed supervision of the scheme from the start of the work till final satisfactory completion of all components including commissioning of equipment as mentioned in the scope of the work;
- iv. Review and respond to request for information from AFA-HCD and TMA to the contractor in a timely manner and as required;
- v. Review and address variations within the works and assist AFA-HCD in cost evaluations;

- vi. Develop and ensure Quality Assurance mechanisms are in place as per engineering/ Architectural standards;
- vii. Ensure specialised engineering disciplines are onsite for inspection and quality assurance of all elements of works;
- viii. Expediting progress at the site as per work plan for timely completion of the project.
- ix. Preparation and presentation of monthly progress reports or any review/report to the Client;
- x. Take measurements of work carried out by the contractor, preparation, submission and verification of interim payment certificates (IPC) including final bill, security and any other advances extended to the contractors / sub-contractor (if any) as per contract terms and provisions;
- xi. Submit reviewed quality control test reports to AFA-HCD by the contractor;
- xii. Perform a test of specialised areas of work including detailed engineering supervision i.e., planning, guidance, programming, inspection, monitoring of construction activities, contractor's performance, quality /quantity control, implementation of work plans, drawings, design and specifications, preparation and verification of variation orders including drawings/sketches, correspondence with the contractor in the capacity of the engineer in charge, and to maintain a good liaison with C-HERP office including all other duties pertinent to the construction phase of the project with the prime objective to complete the work following the contract terms and scope of works;
- xiii. Perform a test of specialised areas of work;
- xiv. On completion, submission of As-built drawings/inventories / Project Completion report;
- xv. The Construction Supervision Consultant will be accountable for any defects or losses or damages arising from professional negligence, proven faults, errors or omissions on the part of the Consultant during or after the completion of the work being the Engineer In-charge;
- xvi. With support of the environmental and social specialists, the consultant specific technical team shall before any works begin induct the contractor on environmental and social safeguards, ensure the contractor complies to the environment, social, health and safety requirements and guide the contractor to prepare the contractor ESMP (C-ESMP) in line with the project ESIA, AFA-HCD, TradeMark Environment and Social Framework (ESF) and the TradeMark Environment Health and Safety guidelines; and
- xvii. Ensure contractor's environment, social and health experts are on site to oversee the implementation of environmental and social mitigation measures.

The consultant should be available at 2 days' notice to attend the works at the site, with the expected frequency of technical support, which will be on need-basis for onsite inspection during the works implementation stage, and material or equipment review.

3.2.4. Pilot testing and project closure phase

3.2.4.1 Managing project closure activities generally

In addition to the specific responsibilities set out above, the Consultant shall manage the project closing activities by carrying out the following:

- i. Establish and agree with the Client and document the criteria to be used for confirming completion of the contract (tasks finished, deliverables finished, testing completed, training

requirements finished, equipment installed, tested and operating, document manuals submitted, etc.);

- ii. Document and agree with the Client on the acceptance process and procedures, the checklist of activities that must be completed before acceptance is confirmed;
- iii. Convene and hold a project close-out meeting attended by the Client, stakeholders, end-users and Contractors at which the completion report is among other items approved and signed off; and
- iv. Carry out a post-project evaluation of the technical work, ESMP implementation, achievements, the project processes, and the management of the project and prepare and submit a final report.

3.2.4.2 Rectification of Defects

The Consultant will carry out a detailed inspection of possible defects during and at the end of a six-month defects liability period and arrange follow-up meetings to confirm that remedial work has been fully completed. Interim visits and inspections or testing during the defect's liability period will be required where remedial measures are necessary to ensure the safety or continued normal use of the buildings.

3.2.4.3 Completion Certificates

The completion certificates, defects correction certificate and final payment certificate will be prepared and issued following the works contract and to signify full completion of the works.

3.2.4.4 Final Accounts

The Consultant shall prepare two separate final accounts for the client's approval as follows:

- i. The final account for the construction contract will be prepared soon after the issue of the defects correction certificate and issued to all parties for agreement; and
- ii. The project final report, acceptance whereof will signify the end of the Consultant's assignment on the consultancy contract.

4. Environmental and Social Management Aspects

The Consultant shall be responsible for undertaking to the Environmental and Social Impact Assessment (ESIA) and all aspects of Environmental Management.

- i. To ensure that the envisaged environmental and social mitigation measures specified in the Environmental and Social Impact Assessment (ESIA) study report (if applicable) or in the alternative the approve environmental management plan (EMP), are implemented, and complied by the Contractor during the Contract Period of the Project.
- ii. Review Contractor's compliance on the established ESMP
- iii. To establish the environmental monitoring and reporting procedures.

5. Reporting Requirements and Schedule

The Project Management Firm will submit the following project deliverables for the works as mentioned under the scope of works above:

- i. Monthly progress reports, including photographs and schedule updates which will include:
 - ✓ Summary Project progress

- i. Targets verse milestones achieved
- ii. Challenges, risks and mitigation measures
- iii. Lessons learned and recommendations
- ✓ Environmental and social monitoring reports including accidents, incidents and grievance logs.
- ✓ Detailed implementation plan (DIP) for next 1 month – Gantt Chart
- ✓ Annexes (pictorial evidence, test results, subcontracts etc.)
- ii. Site meeting minutes.
- iii. Inspection reports.
- iv. Material test results.
- v. Variation order documentation.
- vi. Payment application reviews and recommendations.
- vii. As-built drawings and operation and maintenance manual reviews.
- viii. Snagging list and defect reports.
- ix. Final completion report which will include:
 - ✓ Introduction
 - ✓ A detailed narrative of activities implemented in a sequence format including achievements.
Tasks under the scope of services shall be listed and mapped
 - ✓ Lessons learned and recommendations
 - ✓ Annexes

The Schedule per Deliverable is as tabulated below:

Deliverable	Client's Proposed Timeline – Months							
	0	1	2	3	4	5	6	7 - 18
Mobilization and inception report								
Designs and drawings review, and any improvements								
Construction supervision, and directing and quality assurance								
Daily Progress Reports								
Weekly progress reports								
Monthly progress reports								
Valuation reports								
Interim Payment Certificates								

Deliverable	Client's Proposed Timeline – Months							
	0	1	2	3	4	5	6	7 - 18
Testing and commissioning								
Snagging / Snag list								
Handover								
Defects Liability Period								
Quarterly Inspection and Reports								
Final Inspection and Report								

6. Project Locations & Duration of Assignment

The Packing House to be refurbished is located in Kibwezi, Makueni County. The HCD Headquarters shall provide project accessibility and/or site possession to the consultancy firm through TradeMark Africa for the requisite design scope of works.

The contract scope of works shall be expected to be carried out concurrently and simultaneously in a cumulative duration NOT exceeding 6 Calendar Months construction/supervision Period and a subsequent 6 Month Defects Liability Period. The expected Project Timeline shall be as follows:

- i. Construction Supervision Services:
 - ✓ Commencement Date: June 2025
 - ✓ Completion Date: November 2025
- ii. Defects Liability Support Services:
 - ✓ Commencement Date: December 2025
 - ✓ Completion Date: December 2026

7. Method Statement

The Construction Supervision Consultant shall prepare an indicative method statement inclusive of Construction Supervision Programme/Schedule. The method statement shall at a minimum:

- i. Illustrate the Consultant's organisation for Project Management & Construction Supervision of the works inclusive of proposed methodologies for management of the contractor's execution of the works;
- ii. List the major sub-consultants and parts of the works which the Consultant intends to sub contract;
- iii. Detail the proposed testing regimes and quality assurance procedures;

- iv. Include the projected build-up of labour for design and on site both local and foreign;
- v. Include the contractor's projected build-up of machinery on site required for successful implementation;
- vi. Show how construction elements of the project scope of works shall be monitored;
- vii. Demonstrate & rationalize how the refurbishment works will be progressed safely during implementation.
- viii. Demonstrate how quality control procedures will be applied during the execution of project scope of works.

8. Programme of Works

The indicative works program shall be prepared in accordance with the requirement of the Contract and shall be as detailed as possible. The indicative program shall be derived from a critical path analysis for each phase and the overall project and shall comply from the constraints stated in the Contract. It shall show the level of detail appropriate to each stage of the Works and all activities each of which shall be given a short title.

The indicative program shall be submitted in Gantt chart format utilising Microsoft Project or other equivalent software as approved by the Employer. Milestone deliverable dates should be highlighted. The Consultant should note that realistic times must be allowed in the indicative project program for all necessary approvals including those required from third parties (e.g., local authority permits or other consents as may be issued by appropriate authorities).

9. Deliverable Reports

The recipient of this consultancy will be Agricultural Food Authority (AFA), Horticultural Crops Directorate (HCD) in Kibwezi, Makaeni County. All reports shall be addressed to them and a copy to TMA. All reports to the Client will be delivered to the following address:

- **Project Manager, Horticultural Crops Directorate (HCD), P.O. BOX**

Copy of all reports shall be addressed to the following address:

- **Country Director, TradeMark Africa, P.O. Box 313-00606 Nairobi, Kenya**

An inception report shall be submitted within two (2) weeks from the commencement of the Consulting services. It shall include the proposals how the Objectives of the services are to be achieved. In addition, it shall also include an implementation schedule highlighting the milestones to be met in order the Project can be executed smoothly. In their Methodology Statement, the Consultant shall provide a fixed layout for all the reports to be submitted.

9.1 Design Review Report

The Consultant shall prepare design review reports as required during the implementation phase, depending on the needs to address specific Employer's requirements related to the Contractor's design. The design review report shall detail the designs review findings and recommendations in relation to the design being implemented.

9.2 Monthly Progress Reports

A progress report shall be submitted every month by the Consultant to the Client, addressed to the Engineering Directors, TradeMark Africa and a copy to HCD Project Managers within 7 days after the end of the reporting month. The report shall cover the following items:

- (i) Status reports on design services, Contractor's equipment and personnel mobilization status, construction progress until taking over of the works.
- (ii) Engagement of different personal of the Consultant's team in the works and Utilization of man-months.
- (iii) Description of delays and steps to be taken to overcome them.
- (iv) Environmental and Social issues/performance including aspects of health and safety etc.

9.3 Quarterly Progress Reports

The Consultant shall submit to the Client of the Quarterly progress reports which are required to be submitted to HCD and a copy to TMA.

- (i) A chronological listing of significant project events.
- (ii) A concise summary of the major highlights of the report.
- (iii) Action on items, comprising a list of significant items on the Project which require resolution by either the Client or the Consultant.

9.4 Site Inspection Reports

The Consultant shall prepare and submit site inspection reports for key activities as defined during the implementation phase of the inspection. They shall also include related documents and/or comments with results or suggested remedial actions (if deemed to be necessary).

9.5 Disbursement Schedules

The Consultant shall monitor and review the Project cost and expenditure and prepare the periodic statements in close co-ordination with the Client 's relevant Department. The main activities are as follows;

- (i) Regular reviewing of the status of the Project cost and comparison of scheduled disbursements with actual progress.
- (ii) Preparation and regular updating of disbursement schedules.
- (iii) Review total project cash flow, establish an early warning system, and prepare projections to track unfavourable cost trends pro-activity, draw action plans and advise the Client.
- (iv) Prepare S-curve depicting cost and schedule, reports for budgeted cost for EPC works scheduled, actual cost for works completed and budget cost for works performed, cost variation, schedule variation, total project estimates to completion.

9.6 Updating of Consultants Assignment Schedule

Consultant shall prepare and submit the updated consultancy schedule as necessary due to the change of the status and conditions of the Project according to the progress of the Project.

9.7 Commissioning Reports

The Consultant shall review and approve in consultation with the Client the relevant completion reports with enclosed test results for the particular work sections submitted by the Contractor. These reports

shall address all —Tests on Completion and —Tests after Completion including their results. The approval of the completion reports shall be a pre-condition for issue of any Taking-over Certificate and Tests after Completion.

9.8 Final Inspection Report, Minor Outstanding Work and Defects List with Enclosed Test Results

The final inspection report of the Consultant shall address the status of the work items at the time of Taking-over by the Client. The minor outstanding works, defects, failures, shortcomings are to be listed and compiled. Possible remedial actions by the Contractor as needed, are to be listed and noted, including the given period of time the Contractor is to rectify. The material handed over by the Contractor to the Client will be checked and listed for status and completeness.

9.9 Operation & Maintenance Manuals

The Consultant shall review and approve in consultation with the Client, the Operation & Maintenance procedures and manuals submitted by the Contractor, within four (4) weeks before the commencement of the commissioning.

Furthermore, the Consultant shall prepare and submit a —Reference Manual for the Project providing recommendations of the Consultant with cross references to related documents along with the approved Operation & Maintenance manual.

9.10 Taking Over Certificate

The Taking-over certificate shall be prepared and issued by the Consultant in consultation with the Client, following the successful completion of the works provided that Consultant is satisfied that the defects or deficiencies have been successfully rectified. The issue of the Taking-over Certificate shall be subjected to;

- (i) The Contractor having provided the operating and maintenance manuals, as well as all the drawings and documents handed over to the Client requested in the Contract.
- (ii) No major deficiencies are found, and minor deficiencies are listed in the defects list by the Consultant.
- (iii) Items specified as reverting to the Employer revert accordingly

9.11 Plant Performance Evaluation Reports

- (i) The consultant shall witness the works performance tests carried out under Test after Completion. They will analyse, evaluate and approve the final performance tests with the concurrence of the Client.
- (ii) The analyses, results and conclusions with recommendations shall be compiled in the performance evaluation report to be submitted to the Client.

9.12 Performance Certificate

The Consultant shall prepare for the final inspection and acceptance meeting, thereafter, prepare the Performance Certificate with the approval of the Client and submit after the expiry date of the Defects Notification Period, to the Client who will issue the Performance Certificate to the Contractor.

9.13 Final Certificate of Payment

A written statement shall be prepared by the Consultant, to be signed by both parties, the Client and the Contractor that all financial obligations by both parties are fulfilled. This final payment certificate shall be prepared and issued in accordance with the relevant clauses of the FIDIC guidelines, — Conditions of Contract for Construction (First Ed. 1999) for Building and Engineering Works designed by the Employer in the implementation of the Project.

10. LOGISTICS AND TIMING

10.1 Project location:

The project location is in Kibwezi, Makueni County, in Kenya.

10.2 Contract Project period:

The Works and the Consultancy Contract period shall be 18 months, comprising of the following; -

- i. 6 Months - Construction Supervision Service & a Subsequent,
- ii. 12 Months - Defects Liability Support

11. Consultants Qualifications and Experience

The Construction Supervision Consultant shall submit a detailed project organogram with staffing structure of proposed qualified, experienced and competent professionals. The key staff detailed Curriculum Vitae (CVs) and testimonials for the specific personnel required for the duration of the project to be provided.

The Construction Supervision Consultant will ensure personnel proposed and/or put forward for the tasks to be undertaken under the contract are qualified, experienced and competent professionals who can adequately undertake the tasks described. The Consultancy Firm will be fully responsible for any faulty advice or estimates due to incompetent and inexperienced staff and the company shall fully rectify the works without any additional costs to TradeMark Africa. The Construction Supervision Consultant shall submit the list of following staff with their updated CVs together with copies of academic and professional qualifications. Specific personnel required for the duration of the project include but are not limited to the following.

The estimated split of time of engagement is indicated below:

<u>Description</u>	Construction Supervision Period Man Months	Defects Period Man Months	Total Effective Man Months
1. Project Lead & Civil / Structural Engineer	6	1.5	7.5
2. Project Architect	6	1.5	7.5
3. Electrical engineer	6	1.5	7.5
4. Mechanical Engineer	6	1.5	7.5
5. Quantity Surveyor	6	1.5	7.5
6. Clerk of Works	6	1.5	7.5
7. Social and Environmental Safeguards Expert	3	0.75	3.75

Bidders are free to provide any additional support staff necessary for the successful delivery of the assignment. The profiles of the key experts to be provided by the Consultant for this contract are as follows:

Ref.	Key Project Personnel Required	Minimum Qualification Requirement
1	<p>Project Lead & Civil/Structural Engineer</p> <p>Role:</p> <ul style="list-style-type: none"> Supervise structural works during the construction phase Inspection and testing of materials and equipment for the project Overall leadership in project management and supervision of the works. 	<p>Minimum Bachelor degree in civil/structural engineering having minimum 15 years' experience; and be a Registered Professional Engineer or Registered Consulting Engineer with Engineers Board of Kenya and a membership to the Institution of Engineers of Kenya. A master's degree will be an added advantage.</p> <p>Must have extensive knowledge of local building and construction methods, practices and technologies; supervision of construction of electrical works and installation distribution systems, design works contract administration, evaluation of contractor's claims for at least 10 years and more specifically have recent service as a Project Engineer on a construction contract of comparable magnitude. Must have proficiency in Structural Design Codes and Software, Microsoft Office Word and Excel is expected; written and verbal abilities in English are required.</p>
2	<p>Project Architect</p> <ul style="list-style-type: none"> Coordinate with the project team in the supervision of all stages of the project. 	<p>Minimum Bachelor degree in architecture having minimum 10 years' experience; must have knowledge of local building and construction methods, practices and technologies; proficiency in Microsoft Office Word and Excel is expected; written and verbal abilities in English are required.</p>
3	<p>Electrical Engineer</p> <ul style="list-style-type: none"> Responsible to deliver the required supervision for electrical works under this contract. 	<p>Minimum Bachelor degree in electrical engineering having minimum 10 years of experience and Registered as a Professional Engineer or Registered Consulting Engineer with Engineers Board of Kenya and a membership to the Institution of Engineers of Kenya. Experience with electrical works of a similar nature and size is a must; ability to certify electrical test results and licensed by Energy and Petroleum Regulatory Authority (EPRA); proficiency in Microsoft Office Word and Excel is expected; written and verbal abilities in English are required.</p>

Ref.	Key Project Personnel Required	Minimum Qualification Requirement
4	<p>Mechanical Engineer</p> <ul style="list-style-type: none"> Responsible to deliver the required design services and supervision for mechanical works under this contract. 	<p>Minimum Bachelor degree in mechanical engineering having minimum 10 years of experience and Registered as a Professional Engineer or Registered Consulting Engineer with Engineers Board of Kenya and a membership to the Institution of Engineers of Kenya. Must have a working experience in projects of similar size and capacity; experience with mechanical works of a similar nature to those under the contract a must; ability to certify mechanical test results; proficiency in Microsoft Office Word and Excel is expected; written and verbal abilities in English are required.</p>
5	<p>Quantity Surveyor</p> <ul style="list-style-type: none"> Responsible for estimating and cost planning activities of the project Assist in the procurement process; pre-qualification, enquiry, Bills of Quantities, analysis, selection, and contract preparation 	<p>Minimum Bachelor degree in Building Economics and professional qualification and registration with the Board of Registration of Architects and Quantity Surveyors (BORAQS) with a minimum of 8 years' experience in the field; Knowledge of GIS Software, MS Word, MS Excel is expected; Written and Verbal abilities in English is required.</p>
6	<p>Clerk of Works/ Inspector of Works</p> <ul style="list-style-type: none"> Responsible for overseeing the quality and safety of works on a construction site. Performing inspections of the work on-site and comparing completed work with drawings and specifications. 	<p>Degree or diploma level qualification in the relevant discipline preferably in Building Construction or Civil Engineering.</p> <p>Minimum of 10 years' experience in supervision of building construction works.</p> <p>Experience in site inspection, testing and commissioning.</p>
7	<p>Safety and Environmental Safeguards Expert</p>	<p>Must possess undergraduate degree in environmental studies, social sciences or equivalent. Must be registered as Lead Expert for EIA/EA and hold valid practicing license from relevant agency NEMA (K).</p> <p>A minimum of 7 years practical post-qualification experience.</p> <p>Must be experienced in environmental and social studies, audits, monitoring and management. Demonstrate proven expertise and experience in safety, environmental and social safeguards audits for construction works and related infrastructure projects, preferably with working experience in developing countries. Experience in East Africa Region will be an added advantage.</p>

6.1 Work Schedule

The consultant shall propose a schedule of activities and corresponding deployment of manpower, which will ensure that all duties entrusted to him, will be adequately performed. This schedule, together with a comprehensive statement justifying the proposed deployment will be incorporated in the methodology statement.

6.2 Facilities to be provided by the Employer

Under the Terms and Conditions of the Works Contracts, the Consultant shall be provided with:

- Site office with all facilities to support site meetings and host staff working on the project.
- Prove of accessibility to materials testing laboratory.
- Furnished site housing accommodation.
- Site transport in the form of supervisory vehicles and
- Other site facilities, survey and drawing office equipment, computers and utilities necessary for the execution of the services, including office consumables, and office operating expenses.

It shall be the responsibility of the Consultant to supervise the supply and provision and maintenance of the said buildings, furniture, equipment and vehicles by the Works Contractor in accordance with the works contract. The Consultant shall ensure that any items designated to revert to the Employer after completion of the Works Contract. These items shall be officially handed over to the Employer in good condition as soon as they are no longer required on the Works Contract.

7.0 Monitoring and Evaluation

7.1 Definition of Indicators

In his Technical Proposal (Organisation and Methodology), the Consultant shall propose relevant key indicators for monitoring project progress, results, activities and assumptions and show how these will be monitored.

As a minimum, the Consultant will regularly review the physical work progress in terms of number PV panels installed and completed to various levels in compliance with the drawings and specifications in relation to the Contractor's approved work programme and cash flow projections, schedule of plant and manpower resources. The Consultant will regularly appraise this information in his Progress Reports and in Site Meetings and discuss them with the Contractor and the client.

7.2 Reviews and Evaluations

Project reviews and evaluation applying monitoring indicators will be presented in the regular progress reports and the Final Project Completion Report will contain an overall assessment.

Issue Contract	
Kick off/ site handover meeting	7 days after contract signing
Contract Starts	7 days after contract signing
Completion of supervision for design and supervision	6 months after contract signing

End of Defect Liability Period	18 months after contract signing
--------------------------------	----------------------------------

8.0 Technical Evaluation

The technical evaluation will be based on a scoring system marked out of a maximum score of **100 marks**. Only proposals that score a minimum of **70 marks** in this technical evaluation will be deemed to be “substantially responsive”. Marks will be awarded according to the following matrix.

The detailed evaluation criteria for each stage are provided below.

No	Evaluation Criteria	Maximum Score
1.	Understanding / Conceptualization of the ToRs/Objectives (5 Marks)	
1.1	Demonstrate understanding the scope of the assignment and stakeholders involved.	2
1.2	Demonstrate understanding of supervision duration and stages of key project activities e.g. pre-supervision planning, construction supervision, testing, commissioning and defects liability period.	3
2.	Statement of approach/methodology (30 Marks)	
2.1	Clear demonstrable understanding of the programme management and contract management functions of similar assignments.	5
2.2	Demonstrable understanding of the review of designs and employer's requirements.	5
2.3	Demonstrable understanding of the construction supervision and management, inspection and review of contractor's work and project monitoring. Dealing with non-conformities.	5
2.4	Clear demonstrable understanding of materials testing, acceptance and non-acceptance of tests.	2
2.5	Promotion of users training to buffer their capacity.	2
2.6	Understanding of Environmental and Social Safeguards monitoring and management	2
2.7	Undertaking of Consultant's reporting	2
3.	Work plan showing the supervision duration. Work plan should be SMART with narrative description and tabular presentation.	2
4.	Comprehensive and logical organo-gram showing key staff and non-key staff	2
5.	Company Experience in at least 3 similar or related assignments in the last 5 years.	3
	Key personnel	
1.0	Project Lead & Civil / Structural Engineer (15 Marks)	

No	Evaluation Criteria	Maximum Score
1.1	Provide signed CV	1
1.2	Provide evidence for possession of at least Degree in BSc (Civil/structural Engineering) or equivalent	2
1.3	Registered Professional Engineer or Consulting Engineer with Engineers Board of Kenya or equivalent. Provide copies of certificate.	2
1.4	Demonstrate post-qualification experience with over 15 years' experience managing design and construction of building projects, experience in contract administration, evaluation of contractor's claims.	3
1.5	Experience as Project Engineer/Team leader/Project Director on at least three (3) building project of similar magnitude in the last 3 years.	6
1.6	Master's degree holders and above any of the related field	1
2.0	Project Architect (10 Marks)	
2.1	Provide signed CV	1
2.2	Provide evidence for possession of at least Degree in Architecture or equivalent	2
2.3	Registered Architect with the Board of Registration of Architects and Quantity Surveyors (BORAQS) with a minimum of 10 years' experience in the field. Provide copies of certificate.	2
2.4	Demonstrate post-qualification experience with over 10 years' experience managing building project and experience in contract administration, evaluation of contractor's claims.	2
2.5	Experience in supervision of at least three Design and supervision building projects of similar scope and size in the last 3 years.	3
3.0	Electrical Engineer (10 Marks)	
3.1	Provide signed CV	2
3.2	Provide evidence for possession of at least University Degree BSc (Electrical Engineering) or equivalent	2
3.3	Registered with Professional body of Institution of Engineers of Kenya and Engineers Board of Kenya or equivalent etc. Provide copies of certificate.	2
3.4	Demonstrate post-qualification experience with over 10 years on at least three electrical systems construction contracts of comparable magnitude in the last three years	3
3.6	Having the Energy and Petroleum Regulatory Authority licence as a supervisor of electrical works.	1
4.0	Mechanical Engineer (10 Marks)	
4.1	Signed CV	2

No	Evaluation Criteria	Maximum Score
4.2	Provide evidence for possession of at least University Degree BSc (Mechanical Engineering) or equivalent	2
4.3	Registered with Professional body of Institution of Engineers of Kenya and Engineers Board of Kenya or equivalent etc. Provide copies of certificate.	2
4.4	Demonstrate post-qualification experience with over 10 years on at least three mechanical systems construction contracts of comparable magnitude in the last three years	3
4.5	Experience in on-site inspection and works measurement for cooling and ventilation contracts.	1
5.0	Quantity Surveyor (10 Marks)	
5.1	Signed CV	2
5.2	Provide evidence for possession of at least University Degree Bachelor degree in Building Economics or equivalent	2
5.3	Registered as a Quantity Surveyor with the Board of Registration of Architects and Quantity Surveyors (BORAQS) with a minimum of 8 years' experience in the field.	2
5.4	Demonstrate post-qualification experience with over 8 years on at least three construction contracts of comparable magnitude in the last three years	3
5.5	Experience in contract administration, evaluation of contractor's claims.	1
6.0	Clerk of Works (5 Marks)	
6.1	Signed CV	1
6.2	Provide evidence for possession of at least Degree or diploma level qualification in the relevant discipline preferably in Building Construction or Civil Engineering.	2
6.4	Demonstrate post-qualification experience with over 10 years on at least one construction contracts of comparable magnitude in the last two years	2
7.0	Safety and Environmental Safeguards Expert (5 Marks)	
7.1	Signed CV	1
7.2	Undergraduate degree in relevant Social and Environmental studies or equivalent. Attach Certificate. Experience in safety and environment work.	2
7.3	Valid EIA/EA licence from NEMA or equivalent body. Attach Certificate.	1
7.4	Valid health and safety certification.	1
	Grand Total out of 100	100

Bidders who achieve the minimum technical score of 70 marks out of 100 marks will qualify for the financial evaluation.

The weight given to the technical proposal shall be **70%** and the weight given to the financial proposal shall be **30%**.

9.0 Financial Evaluation

All substantially responsive proposals that score **70 marks or more** from the Technical submission evaluation shall have their Financial proposals evaluated.

The formula for determining the financial score (SF) shall be as follows:

Sf = 30% x Fm/F where:

Sf = is the financial score

Fm is the lowest fees quoted and

F is the fees of the proposal under consideration.

The lowest fees quoted will be allocated the maximum score of **30%**.

The bidder's proposals will be ranked according to their combined technical score (st) and financial score (sf) and weighted accordingly. The formula for the combined scores shall be as follows:

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

Where:

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

St is the technical score

Sf is the financial score

T is the weight given to the technical proposal (in this case **70%**) and

P is the weight given to the financial proposal (in this case **30%**)

Note P + T will be equal to **100%**.

The bidder who has achieved the highest combined technical and financial score shall be declared successful and subsequently invited for clarifications

ANNEX 1: TMA'S SUPPLIER CODE OF CONDUCT

This document is shared as a separate document to the tender document.

ANNEX 2: TECHNICAL BID SUBMISSION FORM TECHNICAL BID SUBMISSION FORM

[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: _____ (insert date (as day, month and year) of Bid Submission)

To: **TRADEMARK AFRICA**
Fidelity Insurance Centre,
P O Box 313 00606,
Nairobi, Kenya

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents.
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services [insert a brief description of the Goods and Related Services].
- (c) Our bid shall be valid for a period of **120 days**, from the date fixed for the bid submission deadline in accordance with the ITT, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (d) If our bid is accepted, we commit on request to obtain a performance security (if applicable) for the due performance of the Contract.
- (e) We have no conflict of interest.
- (f) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall not constitute a binding contract between us, until a formal contract is prepared and executed.
- (g) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed by: _____ (signature of person authorized by the Bidder to sign the bid submission form, and whose name and title are shown below)

Name: _____ (insert full name)

Title: _____ (insert official title)

Duly authorized to sign the bid for and on behalf of: _____
(insert full name of Bidder)

Dated on _____ day of _____, _____ [insert date of signing]

ANNEX 3: CURRICULUM VITAE TEMPLATE

PLEASE SUBMIT ONLY ONE (1) CV FOR EACH OF THE POSITIONS MENTIONED FOR THE PROPOSED KEY PERSONNEL AND SHORT-TERM TECHNICAL SUPPORT PERSONNEL. IF MORE THAN ONE CV IS SUBMITTED FOR THE SAME POSITION, ONLY THE FIRST CV WILL BE EVALUATED. PLEASE ALSO CLEARLY INDICATE THE POSITIONS THAT EACH OF THE SUBMITTED CVs WILL HAVE IN THIS ASSIGNMENT

Position/Role Title:	{e.g., TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained **attach valid copies of the certificates and testimonials**}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact info for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Hebb, deputy minister]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work ranking from 1 to 5 for speaking, writing and reading where 1 is poor and 5 is excellent):

Language	Reading	Writing	Speaking

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts (insert the time period)	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks in which the Expert will be involved}	

Experts contact information : (e-mail..... Phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Client.

{Day/month/year}

Name of Expert

Signature

Date

{Day/month/year}

Name of authorized representative

Signature

Date

of the consultant **(the same one who signs the Proposal)**

Note:

1. Failure by the consultant to sign the CV (physically or electronically), may lead to the CV not being considered altogether.
2. Failure to submit copies of certificates and/or accreditation may lead to the CV being invalidated.

ANNEX 4 – FIRM EXPERIENCE

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment.]

Assignment name:	Approx. value of the contract (in current US\$ or Euro):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N° of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in US\$ currency equivalent):
Start date (month/year): Completion date (month/year):	N° of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

ANNEX 5 – TEAM COMPOSITION

Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in your technical proposal.

Team Composition and Task Assignments

Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided.

C - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider

unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal, as applicable.]

Description of Approach, Methodology and Work Plan for Performing the Assignment

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing,

a) **Technical Approach and Methodology.**

In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) **Work Plan.**

In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form

c) **Organization and Staffing.**

In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

STAFFING SCHEDULE¹

N°	Name of Staff	Staff input (in the form of a bar chart) ²														Total staff-month input		
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ³	Total	
Foreign																		
1		[Home]																
		[Field]																
2																		
3																		
N																		
Subtotal																		
Local																		
1		[Home]																
		[Field]																
2																		
N																		
Subtotal																		
Total																		

1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.

3 Field work means work carried out at a place other than the Consultant's home office.



Full time input



Part time input

ANNEX 4: FINANCIAL BID SUBMISSION FORM

Dear Sir/Madam:

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

Our attached Financial Proposal is for the amount of

(indicate the corresponding amount(s) in words and figures and the currency (ies)), including all applicable taxes in line provided clauses in this tender document.

This financial bid submission/ proposal is in line with Pro-forma 1, 2, 3 and 4 of Annex 1 of this RFP tender document.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from any contract negotiations, up to expiration of the validity period of the Proposal, up to a period of **120 days** after bid submission deadline date.

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

We remain,

Yours Sincerely,

Authorized Signature **(In full and initials)**: _____

Name and Title of Signatory: _____

In the capacity of:

Address: _____

E-mail: _____

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

ANNEX 5: FINANCIAL PROPOSAL PRO - FORMA TEMPLATES

Pro- forma 1

TENDER FOR: _____ (Insert tender title)

TENDER NUMBER: _____ (Insert tender reference number)

MILESTONE PAYMENTS PROPOSAL

The amount to be paid for the completion of the services is fixed at USD

Payment will be made either:

- a) as a lump sum on completion of the services or
- b) at relevant points throughout the contract period as detailed below

CRITERIA FOR PAYMENT	AMOUNT OF PAYMENT (\$)
TOTAL	\$

Pro forma 2

TENDER FOR: _____ (Insert tender title)

TENDER NUMBER: _____ (Insert tender reference number)

PROPOSAL BREAKDOWN - PERSONNEL INPUTS AND FEE RATES

NAME	COUNTRY (PLEASE SPECIFY)	NO DAYS	DAILY FEE RATE (\$)	COST (\$)
Long Term*				
Short Term				
TOTAL FEES				\$

*** Long Term is in excess of 4 months**

Guidance on Fees and Expenses can be found in Section 2 of the contract - the General Conditions.

Pro- forma 3

TENDER FOR: _____ (Insert tender title)

TENDER NUMBER: _____ (Insert tender reference number)

PROPOSAL BREAKDOWN - PROJECT EXPENSES

Costs should be shown separately in the format set out below using separate sheets to provide full details under each heading. Fees proposed by tenderers should be inclusive of all taxes.

TRAVEL (PLEASE STATE COUNTRY OF TRAVEL)	NO.	RATE	COST (\$)
FARES <div>International</div> <div>Domestic</div> <div>Other Travel Costs</div>			
Sub Total			\$
DAILY LIVING COSTS (state country) *Long Term <div>*Short Term</div>			
Sub Total			\$
EQUIPMENT* Items Purchased/Rented (Including vehicles)			
Sub Total			\$
Any other expenses (please list)			
Sub Total			\$
TOTAL PROJECT EXPENSES: (B)			\$

*TMA will not reimburse costs for normal tools of trade (e.g. portable personal computers)

* Long Term consultants are expected to utilise rented accommodation. No per diem is payable.

*Short Term expectation is either rented accommodation or a hotel.

Pro- forma 4

TENDER FOR: _____ (Insert tender title)

TENDER NUMBER: _____ (Insert tender reference number)

PROPOSAL BREAKDOWN - SUMMARY OF PAYMENT

PROPOSED PAYMENT BREAKDOWN	AMOUNT (USD \$)
Sub-total (exclusive of taxes)	\$
Taxation amount (include all applicable taxes (e.g., Value Added Tax, Withholding Tax etc) in separate rows	\$
TOTAL (inclusive of taxes)	\$

ANNEX 6: DRAFT CONTRACT TEMPLATE

CONTRACT FOR CONSULTANCY SERVICES

Section 1 – Form of Contract

CONTRACT FOR: [Insert Title here]

CONTRACT REFERENCE: [Insert Number here]

THIS CONTRACT dated [Insert date here] is made.

BETWEEN:

TradeMark Africa (“TMA”) having its principal place of business at (insert office details).

AND

[Insert Consultant Name] (“The Consultant”) having its principal office located in [Insert Contact Details].

WHEREAS:

TMA has requested the Consultant to provide certain consulting services as defined in the detailed terms of reference and scope of services attached to this Contract (hereinafter called the “Services”); the Consultant, having represented to TMA that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract.

IT IS HEREBY AGREED as follows:

1. Documents

This Contract from page [Insert page no] to page [Insert page no.] shall comprise the following documents:

Section 1 Form of Contract

Section 2 General Conditions

Section 3 The Services

Section 4 Special Conditions and Key Personnel

Section 5 Fees

This Contract constitutes the entire agreement between the Parties in respect of the Consultant’s obligations and supersedes all previous communications between the Parties, other than as expressly provided for in Section 3 and/or Section 4.

2. Contract Signature

If the original Contract is not returned to - TMA duly completed, signed and dated on behalf of the Consultant within 15 days of the date of signature on behalf of TMA, TMA will be entitled, at its sole discretion, to declare this Contract void. No payment will be made to the Consultant under this Contract until a copy of the Contract, signed on behalf of the Consultant is returned to TMA.

3. Commencement and Duration of the Services

- a. The contract shall be effective on the date both parties sign, and the services shall be completed by **[Insert end date]** (End Date") or any other period as may be subsequently agreed by the parties in writing unless this Contract is terminated earlier in accordance with its terms and conditions.
- b. If the services have not commenced in accordance with clause 3a above, TMA will within not less than 30 days notify the consultant in writing, declaring the contract to be null and void, and in the event of such declaration, the consultant shall have no claim against TMA with respect thereto.

4. Financial Limit

Payments under this Contract shall not, in any circumstances, exceed **[XXX]** for fees and **[XXX]** for expenses within a total limit of **[XXX]** inclusive of all taxes applicable ("the Financial Limit").

5. Time of the Essence

Time shall be of the essence as regards the performance by the Consultant of its obligations under this Contract.

For and on behalf of TMA

Name: **JOSEPHA NDAMIRA**
Position: **SENIOR DIRECTOR CORPORATE RESOURCES**
Signature:
Date:

For and on behalf of the consultant

Name:
Signature:
Date:

CONTRACT FOR CONSULTANCY SERVICES

Section 2 – General Conditions

1. Definitions

"The Contract" means the agreement entered between TMA and the consultant, as recorded in this Contract Document signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

"TMA Project Manager" means the person nominated by TMA who is responsible for the management of the Project.

"The Equipment" means any equipment, computer hardware or software, materials, goods and vehicles and associated services necessarily required for the implementation of the Services which are financed or provided by TMA for use by the Consultant.

"The Financial Limit" means the amount specified in Section 1 and which represents the maximum amount payable by TMA under this Contract.

"Fees" means the fees payable for the Services as set out in Section 5.

"The Services" means the services to be provided by the Consultant as set out in Section 3.

"The Consultant" means the natural person(s), partnership(s), or company (ies) whose bid to perform this contract has been accepted by TMA and is named as such in this contract and includes the legal successors or permitted assigns of the Consultant.

"The Consultant's Personnel" means any person instructed by the Consultant pursuant to this Contract to undertake any of the Consultant's obligations under this Contract, including the Consultant's employees, agents, and sub-contractors.

"Subcontractor" means any natural person(s), partnership(s), or company (ies), including its legal successors or permitted assigns, to whom any part of the services to be provided is subcontracted by the Consultant.

2. Interpretation

In the event of any inconsistency between the Form of Contract (Section 1), these General Conditions (Section 2) and the Special Conditions (Section 4), the Special Conditions shall prevail.

3. Project management

TMA designates the TMA Project Manager as being responsible for the coordination of activities under this Contract, for the acceptance and approval on behalf of TMA of the reports and of other deliverables produced by the Consultant, and for receiving and approving invoices for payment.

4. Obligations

- a. TMA and the Consultant each warrant that it has all the requisite corporate power and authority to enter this Contract and is fully capable of performing its obligations under this Contract on the terms provided for in this Contract.
- b. The Consultant shall perform the Services and all other obligations under this Contract with all necessary skill, diligence, efficiency, and economy to satisfy generally accepted professional standards expected from experts.
- c. The Services shall be provided at the location set out in Section 3. Notwithstanding this, the Consultant may be required to travel to other locations from time to time in carrying out the Services.

5. Indemnification

At its own expense, the Consultant shall indemnify, protect, and defend, TMA, its agents and employees, from and against all actions, claims, losses or damage arising from any act or omission by the Consultant in the performance of the services, including any violation of any legal provisions, or rights of third parties, in respect of patents, trademarks and other forms of intellectual property such as copyrights. Should the act or omission originate from TMA, then TMA will indemnify the consultant.

The Consultant hereby indemnifies TMA, its agents, and employees against any legal cost, including attorney/own client costs incurred by TMA in defending any complaints, disputes or claims lodged by any party as a result of the actions or omissions of the Consultant.

6. Consultant's Personnel

- a. The Consultant acknowledges that it and the Consultant's Personnel have no authority to create or incur any liability or obligation on behalf of TMA, including but not limited to any liability or obligation to expend or incur capital expenditure and not to recruit, employ or dismiss any member of staff employed by TMA.
- b. The Consultant shall not at any time, either personally or by an agent, directly or indirectly represent itself as being in any way connected with or interested in TMA save as being engaged to perform the Services.
- c. Save for the Services agreed and set out at Section 3, TMA is under no obligation to offer work to the Consultant and the Consultant is under no obligation to accept any work, which may be offered by TMA.
- d. No changes or substitutions may be made to members of the Consultant's Personnel identified in Section 4, if any, of this Contract without TMA's prior written consent.
- e. If TMA considers any member of the Consultant's Personnel unsuitable, the Consultant shall substitute such member as quickly as reasonably possible without direct or indirect charge to TMA with a replacement acceptable to TMA.
- f. The Consultant is responsible for all acts and omissions of the Consultant's Personnel and for the health, safety and security of such persons and their property.
- g. TMA is dedicated to gender equality and ensuring equitable and sustainable human development.

7. Fees

- a. Subject as follows, payments shall be due to the Consultant in accordance with the Fee payment schedule set out in Section 5. In the case of Fees that are payable upon the completion of milestones as may be set out in Section 4, such fees shall not become due and payable until the completion, to TMA's satisfaction, of the relevant milestone event or the delivery of the deliverables to TMA's satisfaction required for the achievement of the relevant milestone satisfactorily.
- b. Payment of the Fees shall be subject to TMA being satisfied that the Consultant is or has been carrying out its duties, obligations, and responsibilities under this Contract.
- c. If for any reason TMA is dissatisfied with performance of this Contract, an appropriate sum may be withheld from payments that would otherwise be due under this Contract. In such event TMA shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction, and payment of the amount outstanding will be made upon remedy of any unsatisfactory work or resolution of outstanding queries.
- d. Fees charged and expenses incurred shall not, in aggregate, exceed the Financial Limit without the prior written consent of TMA.
- e. No payments shall be made in respect of days not worked due to sickness or holiday or otherwise.

- f. Only the fee rates listed in Section 5 of this Contract will apply to any Services performed by the Consultant under this Contract.

8. Expenses

The Consultant shall be entitled to be reimbursed only for those expenses which have been approved and are set out in Section 5.

9. Invoicing Instructions

- a. Invoices should particularise the contract to which they relate and should be sent to the address referenced in Section 5.
- b. All invoices should contain details of the Services provided, milestones achieved, and deliverables provided to which the invoice relates. Where expenses are payable, invoices should be accompanied by proof of the expense. Any invoice not presented in accordance with the above may be rejected and in any event shall be liable to query and delay in payment.
- c. TMA may request proof of payment in respect of any item and shall be entitled to refuse to meet a claim if this cannot be provided.
- d. TMA reserves the right to audit, or to nominate a reputable accounting firm to audit the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.
- e. TMA reserves the right not to pay any amount due in respect of an invoice received by TMA more than 60 days after the day of the Consultant becoming entitled to invoice for the payment to which it relates.
- f. TMA will deduct all applicable taxes from the consultant's invoiced amounts as per Government of **Uganda** regulations. Consultants from countries with double tax agreements will be provided with withholding tax certificates. It is the consultant's responsibility to establish their tax status in the country where the Services will be delivered.

10. Payments

Subject to TMA being satisfied that the Consultant is or has been carrying out their duties, obligations, and responsibilities under this Contract, sums duly approved shall be paid within 30 days of receipt of a valid invoice.

11. Nature of relationship

TMA and the Consultant agree and intend that this relationship is one of undertaking independent services and specifically is not a relationship of employer or employee agency, joint venture, or partnership.

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent between TMA and the Consultant and the Consultant will be solely responsible for the tax status, tax, and any statutory contributions payable of and for the

Consultant's Personnel and for all or any of its or the Consultant's Personnel's taxes payable in respect of Fees and reimbursements received in connection with this Contract.

12. Performance Standards

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.

13. Termination and Suspension

TMA or the Consultant may terminate the Contract by giving not less than 30 days written notice. In such cases, TMA shall be liable to make payments only for work completed and delivered, of acceptable standard. Specifically, TMA reserves the right to terminate this Contract if the Consultant fails to perform any of its obligations or to comply with the conditions and requirements set out in this Contract.

Without prejudice to the above paragraph, TMA reserves the right to withdraw or suspend payments to the Consultant immediately under the following circumstances:

- i. The Consultant has engaged in illegal, corrupt, fraudulent, coercive, collusive or conflict of interest practices in connection with the Contract, without the Consultant having taken timely and satisfactory action to the satisfaction of TMA to address such practices when they occur.
- ii. The Consultant fails to comply with its obligations in the fields of environmental, social, or labour regulations, including sexual harassment and any form of abuse, including but not limited to failure by a supplier to take preventative measures, investigate allegations or to take corrective action against sexual exploitation or abuse incidences.
- iii. The Consultant fails to comply with its obligations under Anti-Terrorism and Organised Crime requirements of TMA.
- iv. A representation or statement made by the Consultant in or pursuant to the Contract intended to be relied upon by TMA in making the Contract, which was incorrect in any material aspect.

A full accounting of all payments made under this contract will be required prior to the conclusion of the notice period, in addition to full reimbursement of any unspent advance payments to the Consultant.

For any of the above, any unspent or inconsistently spent payments must be returned to TMA within 30 days of the termination notice.

14. Confidentiality

- a. The Consultant shall not, during the term of this Contract and within two years after its expiration or termination, disclose any proprietary or confidential information relating to the Services, this Contract or TMA's business or operations without the prior written consent of TMA.
- b. Notwithstanding the above, the consultant may furnish to its subcontractor such documents, data, and other information it receives from TMA to the extent required for the subcontractor to perform its work under the contract, in which event the consultant shall obtain an undertaking of confidentiality similar to that imposed on the consultant under this contract.

15. Ownership of Material

- a. Any studies, reports, or other material, graphic, software or otherwise, prepared by the Consultant for TMA under the Contract shall belong to and remain the property of TMA.
- b. Where intellectual property rights in all material produced by the Consultant or the Consultant's Personnel pursuant to the performance of the Services ("the Material") are the property of the Consultant, the Consultant hereby grants to TMA a worldwide, nonexclusive, irrevocable, royalty free licence to use all the Material.
- c. "use" shall mean, without limitation, the reproduction, publication, and sub-licence of all the Material and the intellectual property rights therein, including the reproduction and sale of the Material and products incorporating the same for use by any person or for sale or other dealing anywhere in the world.

16. Bribery, Conflict of Interest, Corruption and Fraud

The Consultant shall not, and shall ensure that any person affiliated with the Consultant shall not:

- i. Participate in the selection, award or administration of a contract, grant or other benefit or transaction funded by the Contract, in which the person, members of the person's immediate family or his or her business partners, or organisations controlled by or substantially involving such person, has or have any financial interest.
- ii. Participate in transactions involving organisations or entities with which or whom that person is negotiating or has any arrangement concerning prospective employment.
- iii. Offer, give, solicit, or receive, directly or indirectly, gratuities, favours, gifts or anything else of value to influence the action of any person involved in the procurement process or contract execution.
- iv. Misrepresent or omit facts to influence the procurement process or execution of the contract.
- v. Engage in a scheme or arrangement between two or more bidders, with or without the knowledge of the Consultant designed to establish bid prices at artificial, non-competitive levels; or
- vi. Participate in any other practice that is or could be construed as an illegal, corrupt or a conflict of interest in the country of operation.

Disclosure: If the Consultant has knowledge or becomes aware of any:

- i. Actual, apparent or potential conflict between financial interests of any person affiliated with the Contract and/or TMA; or
- ii. Any of the practices listed under (i) to (vi) above,

the Consultant shall immediately disclose the same directly to Procurement Director, TMA.

TMA reserves the right to terminate this Contract if the Consultant or any person affiliated with the Consultant fails to perform any of its obligations or to comply with the conditions and requirements listed under (i) to (vi) above.

Further details can be found in the Code of Ethics under Clause 4 (Fraud and Corruption) and to report such activities, the Consultant will follow the steps provided in Clause 8 of the same document.

17. Anti-terrorism and Organised Crime

The Contract funds shall not be used to finance terrorism and other criminal activities. The Consultant shall take all appropriate measures to ensure that the Contract payments are not used for unintended purposes including but not limited to money laundering and exploitation by terrorist organisations and/or their support networks.

The Consultant shall verify to the maximum extent reasonably possible that any parties associated with the Contract shall substantially protect TMA's resources from diversion to unintended purposes including but not limited to exploitation by terrorist organisations and/or their support networks.

TMA reserves the right to terminate this Contract if the Consultant or any person affiliated with the Consultant fails to perform any of its obligations or to comply with the conditions and requirements listed under this clause.

18. Safeguarding

The Consultant shall ensure that the Contract is implemented with strict adherence to TMA's Supplier Environmental and Social Standards document that includes adherence to policies against bullying, sexual exploitation, harassment, and abuse. The Consultant shall ensure that all steps are taken to mitigate against any identified environmental, social, and safeguarding risks that may arise because of the Contract.

TMA reserves the right to terminate this Contract if the Consultant or any person affiliated with the Consultant fails to perform any of its obligations or to comply with the conditions and requirements contained in the TMA Supplier Code of Conduct

19. Code of Conduct

The Consultant shall comply with TMA's Code of Conduct which forms part of this Agreement as amended from time to time, which must be signed off and adopted prior to TMA making payments on the Contract.

The Consultant shall always act loyally and impartially and as a faithful advisor to TMA in accordance with the rules and/or codes of conducts governing its profession.

The Consultant shall refrain from making any public statements concerning the services without prior written approval of TMA, and from engaging in any activity which conflicts with its obligations towards TMA under this contract.

The Consultant shall not commit TMA in any way whatsoever without TMA's prior written consent, and shall, where appropriate, extend this obligation to third parties.

TMA reserves the right to terminate this Contract if the Consultant or any person affiliated with the Consultant fails to perform any of its obligations or to comply with the conditions and requirements contained in the Code of Ethics.

20. Subcontracting

The consultant shall request approval in writing from TMA for all subcontracts awarded under this contract that are not included in the contract. Subcontracting shall in no event relieve the consultant of any of its obligations, duties, responsibilities, or liability under this contract.

21. Law Governing Contract and Language

The Contract shall be governed by the laws of **Uganda** but in the event of a conflict between Uganda laws and any other Law, then the laws of **Uganda** prevail. The language of the Contract shall be English.

22. Dispute Resolution

TMA and the Consultant agree to seek to resolve any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination, or invalidity thereof, by amicable settlement. Where it is not possible to reach an amicable settlement, any dispute, controversy, or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Arbitration Act of 1995 or any statutory modifications or re-enactment thereof for the time being in force.

Notwithstanding any adjudication or arbitration proceedings no party shall commit an anticipatory breach of contract.

23. Liability

Except where there has been misconduct, gross negligence, dishonesty, or fraud on behalf of the Consultant or the Consultant's Personnel, the Consultant's aggregate liability arising out of or in connection with this Contract shall be limited to the amount of the Financial Limit.

The Consultant shall not be liable for any failure to perform or delay in performance of any of its obligations arising out of or in connection with this Contract where such failure or delay is caused by TMA or any of TMA's agents, employees, or contractors.

24. Force Majeure

- a. The failure of the Consultant to fulfil 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 act, event, omission or accident beyond its reasonable control ("Force Majeure Event"), provided that the Consultant (i) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (ii) has informed TMA as soon as possible about the occurrence of such an event and in any event not later than 14 days after the occurrence of such event.
- b. Any period within which the Consultant shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which the Consultant was unable to perform such action because of the Force Majeure Event.
- c. During the period of their inability to perform the Services because of a Force Majeure Event, the Consultant shall be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

Force Majeure shall not include:

Any event which is caused by the negligence or intentional action of the consultant, or such consultant's subcontractors or agents or employees; nor Any event which a diligent party could reasonably have been expected to both: Take into account from the effective date of the contract; and avoid or overcome in the carrying out of its obligations.

25. Joint venture, consortium, or association

Unless otherwise specified in this contract, if the Consultant is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to TMA for the fulfilment of the provisions of this contract.

The composition or constitution of the joint venture, consortium or association shall not be altered without the prior written consent of TMA. Any alteration of the composition of the joint venture, consortium, or association without prior written consent of TMA shall be considered to be a breach of contract.

26. Travel

All authorized air travel must be economy class through the most direct and economical route.

CONTRACT FOR CONSULTANCY SERVICES

Section 3 – The Services

TERMS OF REFERENCE

[Insert]

CONTRACT FOR CONSULTANCY SERVICES

Section 4 – Special Conditions and Consultant’s Key Personnel

1. Special conditions

The proposal, both technical and financial submitted for these tender forms an integral part of this contract.

2. Key Personnel

The following of the Consultant's Personnel cannot be substituted by the Consultant without TMA's prior written consent:

[Insert]

CONTRACT FOR CONSULTANCY SERVICES

Section 5 – Fees

1. Payment Schedule

Deliverable	% of Deliverable to be Paid (USD)	Total Contract Amount (USD)
TOTAL		

2. Invoicing instructions

After approval by the recipient, invoices should be sent to invoices@trademarkafrica.com. Invoices should clearly list the Contract Number (POxxxx) and the details of the Consultant's bank account to which TMA shall transfer payments.

Annex 7: Code of Conduct Template (to be signed by consultant's staff)

Code of Conduct Environmental, Social, Health and Safety (ESHS)

The Consultant shall apply the Code of Conduct Form below that will apply to the Consultant's Key Experts, Non-Key Experts, and relevant technical and administrative support staff for this assignment, to ensure compliance with good Environmental, Social, Health and Safety (ESHS) practice as may be more fully described in the Terms of Reference. No substantial modifications shall be made to this Form, except that the Consultant may introduce additional requirements, including as necessary to take into account specific contract issues/risks.

The Consultant shall submit an outline of how the Code of Conduct will be implemented as part of the technical bid.

Code of Conduct for Consultant's Personnel (ES) Form

Note to the Bidder:

The minimum content of the Code of Conduct form as set out by the Financier/Employer shall not be substantially modified. However, the Bidder may add requirements as appropriate, including to take into account Contract-specific issues/risks. The template below is shared for the bidder's information and will only be required to be signed by the staff of the successful bidder at the onset of contract.

CODE OF CONDUCT FOR CONSULTANT'S PERSONNEL

We are the Consultant, [enter name of Consultant]. We have signed a contract with [enter name of Employer] for [enter description of the Consultancy Service]. This Service will be carried out at [enter the Site and other locations where the Works will be carried out]. Our contract requires us to implement measures to address environmental and social risks related to the Supervision, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Service. It applies to all our Key Experts, Non-Key Experts, relevant technical and administrative support staff for this assignment and other employees at the Works Site or other places where the Supervision is being carried out. It also applies to the personnel of each subconsultant and any other personnel assisting us in the supervision of the Works. All such persons are referred to as "**Consultant's Personnel**" and are subject to this Code of Conduct.

This Code of Conduct identifies the behaviour that we require from all Consultant's Personnel.

Our workplace is an environment where unsafe, offensive, abusive or violent behaviour will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

REQUIRED CONDUCT

Consultant's Personnel shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Consultant's Personnel and any other person;
3. maintain a safe working environment including by:
 - a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
 - b. wearing required personal protective equipment;
 - c. using appropriate measures relating to chemical, physical and biological substances and agents; and
 - d. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Consultant's or Employer's Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18 (or specified legal age of the country), except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
11. report to the relevant authority violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the grievance mechanism for Consultant's and Contractor's Personnel or the project's Grievance Redress Mechanism.

RAISING CONCERNS

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [enter name of the Consultant's Social Expert with relevant experience in handling sexual exploitation, sexual abuse and sexual harassment cases, or if such person is not required under the Contract, another individual designated by the Consultant to handle these matters] in writing at this address [] or by telephone at [] or in person at []; or
2. Call [] to reach the Consultant's hotline (if any) and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by Consultant's Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR CONSULTANT'S PERSONNEL:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [enter name of Consultant's contact person(s) with relevant experience]] requesting an explanation.

Name of Consultant's Personnel: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Consultant:

Signature: _____

Date: (day month year): _____

ANNEX 8: EMAIL SUBMISSION GUIDELINES

Guidelines for Bidders for Bid Submissions via Email

1.1 Bidder Guidance for Emailed Submissions

- a) TradeMark Africa (TMA) will automatically send an email acknowledgment for all applications, bids, proposals and/or submissions received via the email addresses stipulated/specified in the bidding document. If a bidder does not receive an email acknowledgement **IMMEDIATELY** after submitting their applications, bids, proposals and/or submissions, via the email address stipulated in the bidding document, **IMMEDIATELY** contact TMA's Procurement unit using the mobile phone number, **+254 731 884 428**, to confirm whether the applications, bids, proposals and/or submissions were received.
- b) Bidders must not ignore any bounce back email received regarding rejection of an emailed application, bid, proposal and/or submission. If such an email is received, contact TMA's Procurement unit **IMMEDIATELY**.

1.2 Possible Reasons for Emailed Submission Rejection

- a) The email submission exceeded the maximum size of 5 MB.
- b) The subject line matched a known phishing subject line.
- c) The email contained a known phishing Uniform Resource Locator (URL), or the email originated from a server associated with phishing.
- d) The outbound mail server was present on a subscribed blacklist; or
- e) The email contained a virus or malware.

1.3 Remedial Action for Rejected Email Submission Prior to Tender Closing Date & Time

Prior to the tender closing date and time, if a bidder's submission is rejected, the following remedial action should be explored prior to re-submission.

- a) If the collective size of the emailed attachments **exceeds 5 MB**, the bidders should resubmit through multiple emails or may use other modes such **WeTransfer, Dropbox, or Google drive**. The bidder shall be required to clearly identify how many emails constitute the full submission. e.g., email **1 of XX**.
- b) If the emailed submission included zipped or executable files, unzip or remove the executable files then resubmit through one or more emails (refer to point 1.3a) above if the files collectively exceed 5 MB).
- c) If the email submission is rejected because of a blacklisted domain, the bidder is required to resend the submission from a different email account from a different domain that is not blacklisted, e.g., Gmail. Please note, this should be done before the stipulated tender submission deadline; and
- d) If the email submission is rejected because of a virus/malware in the email or any of the email attachments, ensure that the virus/malware is removed/cleaned prior to resubmission.

TMA's Procurement unit shall only consider and review cases of undelivered applications, bids, proposals and/or submissions, when it is brought to our attention by the affected bidder/s prior to the tender submission deadline.

Automatic Email Acknowledgement sent from the Procurement and Framework Mailboxes

Dear Sir/Madam,

This is to acknowledge receipt of your email to TradeMark Africa's Procurement mailbox.

Your email will be reviewed, and a response will be provided at the earliest opportunity. We encourage you to visit our website www.trademarkafrica.com/procurement-faqs/ for our procurement guidelines and answers to FAQs.

If you have submitted a bid for an open procurement process, it may take several weeks before you receive any further communication from us.

The maximum size of each email with attachments should not exceed **5 MB**.

Please get in touch with us via the mobile number, **+254 731 884 428**, in case you do not receive an automatic acknowledgement email immediately after submission of your bid.

For and on behalf of:

Joe Namwaya

Head of Procurement

TradeMark Africa

Fidelity Insurance Centre, 2nd Floor, Off Waiyaki Way, Westlands

P.O. Box 313, 00606 Nairobi, Kenya

Email: procurement@trademarkafrica.com

www.trademarkafrica.com