

REPUBLIC OF KENYA



PARLIAMENTARY SERVICE COMMISSION

REQUEST FOR PROPOSAL

TENDER NO. PSC/019/2016-2017

FOR

**PROVISION OF PROJECT MANAGEMENT SERVICES
FOR DETAILED DESIGN, DOCUMENTATION AND
CONSTRUCTION SUPERVISION OF RENOVATIONS AND
REFURBISHMENT OF COUNTY HOUSE**

PROPOSALS SUBMISSION DEADLINE:

FRIDAY, 17TH MARCH, 2017 AT 11.00AM

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SECTION I - LETTER OF INVITATION

24th February, 2017

Consultancy Firm's Name.....

Address.....

.....

RE: TENDER NO. PSC/019/2016-2017 FOR PROVISION OF PROJECT MANAGEMENT SERVICES FOR DETAILED DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF RENOVATIONS AND REFURBISHMENT OF COUNTY HOUSE

1.0 The Clerk of the Senate/ Secretary, Parliamentary Service Commission invites proposals for **Project Management Services for Preliminary, Detailed Design, Tender Documentation and Construction Supervision of Renovations and Refurbishment of County House.**

1.2 There will be a **mandatory Pre-bid Conference** on Friday, 10th March, 2017 at 11.00am to be held at the **boardroom Room located on 11th Floor, Protection House, Nairobi.**

1.3 Completed Proposal documents in the prescribed format MUST be deposited in the Tender Box at the Reception on **10thFloor, Protection House, Parliament Road, Nairobi** or addressed to,
**The Clerk of the Senate/
Secretary, Parliamentary Service Commission,
P.O. Box 41842 – 00100,
Nairobi**

so as to be received on or before Friday, 17th March, 2017 at 11.00am.

1.4 The technical proposals will be opened immediately thereafter in the presence of the Firms' representatives who choose to attend the opening in the Board Room, 11th Floor, Protection House, Parliament Road. The Financial Proposals shall remain sealed & unopened until the evaluation on the Technical proposals is completed.

Yours sincerely

**CLERK OF THE SENATE/ SECRETARY
PARLIAMENTARY SERVICE COMMISSION**

SECTION II – INFORMATION TO CONSULTANTS (ITC)

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SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

- 2.1.1 The Client named in the Appendix to "ITC" will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix to 'ITC'.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix "ITC" for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix "ITC" to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 The Procuring entity will provide the inputs specified in the Appendix "ITC", assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2.1.6 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.7 The price to be charged for the tender document shall not exceed Kshs. 1000/=

2.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.2 Clarification and Amendment of RFP Documents

2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client's address indicated in the Appendix "ITC". The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

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

2.3 Preparation of Technical Proposal

2.3.1 The Consultants proposal shall be written in English language

2.3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

2.3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
- (ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or has an extended and stable working relationship with it.

- (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

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

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix "A" specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix "A".

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms

(Section D). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.

- 2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix "A" specifies otherwise.
- 2.4.3 Consultants shall express the price of their services in Kenya Shillings.
- 2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.
- 2.4.5 The Proposal must remain valid for 60 days after the submission date or as may be indicated in Appendix to ITC. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

2.5 Submission, Receipt, and Opening of Proposals

- 2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.
- 2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix "A". Each Technical Proposal and Financial Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 2.5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL**," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**". Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix

"ITC" and be clearly marked, **"DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE."**

2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix "ITC". Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.

2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

2.6 Proposal Evaluation General

2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix "ITC". Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant's proposal.

2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

2.7 Evaluation of Technical Proposal

2.7.1 The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference.

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

2.8 Public Opening and Evaluation of Financial Proposal

2.8.1 After Technical Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered

Non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection

process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.

- 2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical. Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 2.8.3 The evaluation committee will determine whether the financial proposals are complete (that is, whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any un-priced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
- 2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.
- 2.8.5 The formulae for determining the Financial Score (S_f) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:-
 $S_f = 100 \times \frac{F_m}{F}$ where S_f is the financial score; F_m is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T =the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + P = 1$) indicated in the Appendix. The combined technical and financial score, S , is calculated as follows:- $S = S_t \times T \% + S_f \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 2.8.6 The tender evaluation committee shall evaluate the tender within 30 days of from the date of opening the tender.

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

2.9 Negotiations

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

initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

2.9.6 The procuring entity shall appoint a team for the purpose of the negotiations.

2.10 Award of Contract

2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.

2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix "A".

2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.10.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.10.5 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.10.6 To qualify for contract awards, the tenderer shall have the following:

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.

2.11 Confidentiality

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

2.12 Corrupt or fraudulent practices

2.12.1 The procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.12.2 The procuring entity will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.12.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to information to Consultants

Note on the Appendix to Information to Consultants

1. The Appendix to information to consultant is intended to assist the procuring entity in providing specific information in relation to corresponding claims in the information to consultants included in Section II and the appendix has to be prepared for each specific consultancy.
2. The Procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the assignment of the consultancy and the proposals evaluation criteria that will apply to the RFP Consultancy.
3. In preparing the appendix the following aspects should be taken into consideration.
 - (a) The information that specifies or complements provisions of Section II to be incorporated.
 - (b) Amendments of Section II as necessitated by the circumstances of the specific consultancy to be also incorporated
 - (c) Section II should remain unchanged and any changes or amendments should be introduced through the appendix.

APPENDIX TO INFORMATION TO CONSULTANTS

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

Clause Reference

- 2.1 The name of the Client is: **Parliamentary Service Commission (PSC)**
- 2.1.1 The method of selection is: **Quality and Cost Based Selection Criteria**
- 2.1.2 Technical and Financial Proposals are requested: **Yes**

The name, objectives, and description of the assignment are:

Provision of Project Management Services for Preliminary, Detailed Design, Documentation and Supervision of Renovations and Refurbishment of County House.

- 2.1.3 A mandatory **pre-proposal conference** will be held: **Yes** on **10th March, 2017** at **11.00am**.

The name(s), address(es) and telephone numbers of the Client's official(s) are: -

The Clerk of the Senate/Secretary, Parliamentary Service Commission,

P. O. Box 41842 – 00100, Nairobi, Kenya

Telephone numbers

- 2.1.4 The Client will provide the following inputs:-

- ❖ Unobstructed access of all sites and locations involved in carrying out the services
- ❖ Providing, to the consultant, any assistance that may be required during the course of execution of the contract.
- ❖ Nominating a liaison officer who will maintain regular contact with the consultants on matters regarding this consultancy.
- ❖ Any other input as may be agreed during the Negotiation Meeting and in writing.

2.2.1 Consultants may request a clarification of any of the requirements of the RFP documents only up to seven [7] days before the proposal submission date.

2.3.3 The estimated number of professional staff months required for the assignment is;

- **Four (4) months for the Preliminary, Detailed Design and Tender Documentation (preparation of bills of quantities) services,**
- **Twelve (12) months for the tendering & supervision of the implantation process.**
- The minimum required experience of proposed professional staff is: **As per the Terms of Reference**

Training is a specific component of this assignment: **No. As specified in the Terms of Reference**

Additional information in the Technical Proposal includes:-

- The tenderer shall submit a technical proposal that must give the names and CVs of one (1) lead consultant and four (4) other associate consultants from diverse backgrounds and as specified in the Terms of Reference.
- The proposals shall be evaluated as per the criteria and stages specified under this Appendix to Information to Consultants.

Taxes: **The proposal by the firms should be inclusive of all taxes and duties for the provision of Consultancy services under this assignment.**

2.4.5 The proposals shall remain valid for a period of **120 days** from the date of **tender closing**.

2.5.2 Consultants must submit an **original** and **two (2) additional copies of each proposal and the technical proposal in a CD**.

2.5.3 Information on the outer envelope should also include: **Name of the Consultancy and the Request for Proposal Number**.

2.5.4 The proposal submission address is: **Protection House 10th Floor, Nairobi**

Proposals must be submitted no later than the following date and time:
Friday, 17th March, 2017 at 11.00am

2.6.1 The address to send information to the Client is: -

**The Clerk of the Senate/Secretary, Parliamentary Service Commission,
P.O. Box 41842 – 00100,
NAIROBI**

2.7.1 The minimum technical score required to pass: **75%**

2.8.4 Preference: **International firms are required to associate with local firms and a proof of a joint venture/consortium agreement must be attached to the Technical proposal.**

2.8.5 Alternative formulae for determining the financial scores is the following:
N/A

The weights given to the Technical and Financial Proposals are:

T= _____ (0.80)

P= _____ (0.20)

2.10.2 The assignment is expected to commence **within fourteen (14) days after signing of the contract document between the parties or as may be agreed during negotiations.**

2.10.6 PRELIMINARY EVALUATION REQUIREMENTS

In order to assess whether the firm fulfills the qualification requirements of contract award as outlined under Clause 2.10.6 and provisions of the Public Procurement and Disposal Act, 2015, the Commission will first evaluate the firm's proposal documents based on the following basic/preliminary evaluation requirements which should be submitted and enclosed in the technical proposal documents:-

- a) Submission of original, two (2) additional copies and a CD of the Technical Proposal.
- b) Submission of separate technical and financial proposals.
- c) The Technical proposal document must not include any financial information in relation to provision of this assignment.
- d) The Technical Proposal forms submitted in the required format.
- e) The proposal documents including any attachments are properly allocated page numbers.
- f) Fully filled attached Mandatory Confidential Business Questionnaire.
- g) Duly authorized and stamped Curriculum Vitae (CVs) of proposed personnel for the assignment.

- h) Submission of the Power of Attorney and if applicable, a joint venture/consortium agreement.
- i) The Bids must be valid for a period of 120 days from the date of proposal opening.
- j) Valid Tax Compliance Certificate
- k) Submission of a Tender security form in the prescribed format valid for 150 days from a reputable bank in Kenya or an Insurance Company approved by Public Procurement Regulatory Authority (PPRA).

EVALUATION STAGES

STAGE 1: Evaluation on the Preliminary/Basic Requirements on 'Yes or No' Basis.

- A technical proposal shall be disqualified without further consideration if it does not fulfill any of the requirements indicated above.
- Only those proposals that fulfill all the preliminary requirements shall proceed to stage 2 below of the evaluation.

STAGE 2: Evaluation on the quality of the Technical Proposal as per the TOR

- The proposals that fulfill all the preliminary requirements under Stage 1 above shall be evaluated and allocated scores as per the Evaluation Criteria indicated under Clause 2.7.
- Only the technical proposals that score 75% and above shall be considered as responsive for further consideration i.e. opening of their financial proposals.

STAGE 3: Evaluation and consideration of the financial proposals

- Only the financial proposals of the firms that score 75% and above shall be evaluated for responsiveness.
- The financial proposals of firms that score below 75% shall remain sealed and unopened and will be returned to the bidders after the conclusion of the procurement process.

STAGE 4: Determination of the Highest Combined Score and ranking stage

The Technical Proposal Score of each responsive firm shall be weighted up to 80% whereas the financial proposals score weighted up to 20%.

- The below formulae as indicated under Clause 2.8.5 shall be applied: -

$S_f = 100 \times \frac{F_m}{F}$ where S_f is the financial score; F_m is the lowest priced financial proposal and F is the price of the proposal under consideration.

Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T =the weight given to the

Technical Proposal: P = the weight given to the Financial Proposal; $T + p = 1$) indicated in the Appendix.

The combined technical and financial score, S , is calculated as follows:-
 $S = S_t \times T \% + S_f \times P \%$.

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

STAGE 5: Recommendation for award

- The firm's proposal that scores the highest combined technical and financial score shall be recommended for award.

SECTION III: - TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

- 3.1 In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultants own risk and may result in rejection of the consultant's proposal.
- 3.2 The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.
- 3.3 The Technical proposal shall not include any financial information unless it is allowed in the Appendix to information to the consultants or the Special Conditions of contract.
- 3.4 The following documents to be contained in the Technical Proposal Document only in the prescribed/provided format, where applicable:-
 - a) Technical proposal submission form
 - b) Firms references
 - c) Comments and suggestions of consultants on the:-
 - a. Terms of reference and on data, services and
 - b. Facilities to be provided by the procuring entity
 - d) Description of the methodology and work plan for performing the assignment
 - e) Team composition and Task assignments
 - f) Format of curriculum vitae (CV) for proposed Professional staff
 - g) Time schedule for professional personnel
 - h) Activity (work schedule)
 - i) Technical proposal document in a CD.
 - j) The attached Mandatory Confidential Questionnaire
 - k) Power of attorney and Joint venture/consortium agreement
 - l) Statements that the proposal and the costs are valid for a period of 120 days from the date of Proposals Opening.
 - m) Tender security form in the prescribed format valid for 150 days.
 - n) Any other supporting document that enhances the firm's technical proposal.

SECTION III - TECHNICAL PROPOSAL

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1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____ Date]

To:_____ [Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the Project Management services for

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

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

We remain,

Yours sincerely,

_____ [Authorized Signature]:

_____ [Name and Title of Signatory]

:

_____ [Name of Firm]

:

_____ [Address:]

2. FIRM'S REFERENCES

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

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

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

Firm's Name: _____

Name and title of signatory; _____

(May be amended as necessary)

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

On the Terms of Reference:

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

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

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

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

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

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

Proposed Position:

Name of Firm:

Name of Staff:

Profession:

Date of Birth:

Years with Firm: _____ **Nationality:**

Membership in Professional Societies:

Detailed Tasks Assigned:

Key Qualifications:

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

Education:

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

Employment Record:

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

Certification:

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

Date:

[Signature of staff member]

Date:

[Signature of authorized representative of the firm]

Full name of staff member:

Full name of authorized representative:

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Months (in the Form of a Bar Chart)

Name	Position	Reports Due/ Activities	1	2	3	4	5	6	7	8	9	10	11	12	Number of months

Reports Due: _____

Activities Duration: _____

Signature: _____

(Authorized representative)

Full Name: _____

Title: _____

Address: _____

8. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

[1st, 2nd, etc, are months from the start of assignment)

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

(b). Completion and Submission of Reports

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

SECTION IV: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

- 4.1 The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc as may be applicable. The costs should be broken to be clearly understood by the procuring entity.
- 4.2 The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.
- 4.3 The financial proposal should be prepared using the Standard forms provided in this part
- 4.4 Only the following documents should be included in the financial proposal document in the prescribed/provided format:-
 - a) Financial proposal submission Form
 - b) Summary of costs
 - c) Breakdown of price/per activity
 - d) Breakdown of remuneration per activity
 - e) Reimbursable per activity
 - f) Miscellaneous expenses
 - g) Proof of local incorporation and citizenship.
 - h) Any other supporting document that enhances the firm financial proposal.

SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS

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2. Summary of costs	30
3. Breakdown of price/per activity	31
4. Breakdown of remuneration per activity	32
5. Reimbursable per activity	33
6. Miscellaneous expenses	34

1. FINANCIAL PROPOSAL SUBMISSION FORM

_____ **[Date]**

To: _____

[Name and address of Client]

Ladies/Gentlemen:

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

We remain,

Yours sincerely,

_____ *[Authorized Signature]:*

_____ *[Name and Title of Signatory]:*

_____ *[Name of Firm]*

_____ *[Address]*

2. SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s)
Subtotal		
Taxes		
Total Amount of Financial Proposal		_____

3. BREAKDOWN OF PRICE PER ACTIVITY

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

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

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

5. REIMBURSABLES PER ACTIVITY

Activity No: _____
 Name: _____

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

--	--	--	--	--	--

6. MISCELLANEOUS EXPENSES

Activity No. _____ **Activity Name:**

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

TERMS OF REFERENCE: CONSTRUCTION PROJECT MANAGER

1. GENERAL PROVISIONS

1.2 DEFINITIONS

Where the words and phrases are highlighted in the text of this document they shall bear the meaning assigned to them here under, and where such words and phrases are not highlighted they shall bear the meaning consistent with the contract.

- **PSC** Refers to the Parliamentary Service Commission and its Management.
- **Construction Management** is the management of the physical construction process within the built environment and includes the coordination, administration, and management of resources. The Project Manager is the one point of responsibility in this regard.
- **Construction Project Management** is the management of projects within the built environment from conception to completion, including management of related professional services. The Project Manager is the one point of responsibility in this regard.
- **Project** means the total development envisaged by the PSC, including design, tender documentation, tender process and construction supervision and the construction.
- **Works** means all work executed or intended to be executed in accordance with the construction contracts.
- **The Client Representative** means the person or entity appointed by the PSC and who has full authority and obligation to act in terms of the construction contracts.
- **Lead Consultant** means the person or entity appointed by the PSC to manage and administer the services of all other consultants.
- **Quantity Surveyor** means the person or entity appointed by the PSC to establish and agree all budgets, and implement and manage the necessary cost control on the project.
- **Contractor** means any person or legal entity entering into contract with the client for the execution of the **works** or part thereof
- **Nominated Subcontractors** are specialist and other subcontractor executing work or supplying and fixing any goods who may be nominated by the Client.
- **Domestic Subcontractors** are specialist and other subcontractor executing work or supplying and fixing any goods and who are selected by the contractor in consultation with the Principal Consultant.
- **Suppliers** mean a person or entity appointed by the client to supply goods and products for incorporating into the project.
- **Construction/Contract Program** is the program for the works indicating in logic sequence and duration of all activities to be completed by the contractors, subcontractors, and suppliers in appropriate detail for the monitoring of progress on the works.

- **Procurement Program** is the program indicating the timeous purchasing requirements for the project, including but not limited to the services of consultants, contractors, subcontractors, and suppliers required for the execution of the execution of the project program.
- **Public** means any person or group of persons who is, or whose environment is, either directly or indirectly affected by any project and construction management activity, or by a product, outcome or influence of a project and construction management activity, which may impact on the health, safety and interest of such person or group of persons.
- **Substantially Practice** means regularly and consistently carries out project and construction management work identified in section 4 of this document, and charging professional fee for such work and accruing professional responsibility to a client or an employer for the performance of such functions.

2. BACKGROUND INFORMATION

The Parliamentary Service Commission intends to undertake the refurbishment of:

- 2.1. **Refurbishment of County House** which shall involve refurbishment of an existing seven storey office block acquired recently by the Parliamentary Service Commission. The refurbishment shall include creation of classes for the Centre for Parliamentary Studies and Training, staff offices, an exhibition centre and restaurant.
- 2.2. **Refurbishment of Imani House** which shall involve refurbishment of an existing four storey office block leased recently by the Parliamentary Service Commission. The refurbishment shall involve creation of staff offices.

The Commission is in the process of appointing consortia comprising of Architects, Quantity Surveyors, Engineers and specialists from various disciplines to provide the necessary consulting services including preparation of designs and carry out construction supervision.

There is an internal working team (Project Implementation Management Committee) consisting of staff from various departments who still have their own responsibilities within their work areas, hence are **NOT** fully dedicated to the projects. The main function of the Team is to oversee all projects and reports periodically to the Commission. Due to lack of expertise and capacity in construction project management, the projects, which are in a critical path owing to the implementation of the new Constitution, need to be implemented in very strict timelines. The Project Manager shall therefore work hand in hand with the Team to undertake all activities of project management as detailed throughout this document.

Given the magnitude and scope of works for the projects, it is desirable and appropriate to appoint a dedicated **Project Management firm** to oversee

activities of the projects on behalf of the Commission in line with the stipulated scope of works. It is envisaged that the duration of the projects shall be about eighteen months. Herein under is the detailed description of standard services (activities and functions) inherent in delivering professional **Construction Project Management** services. In essence, this document defines the work set aside for persons registered as Construction Project Managers in terms of the law. The standard services described in this document have been drafted to follow the identified generic project management stages.

3. OBJECTIVES OF THE ASSIGNMENT

- 3.1 To provide management oversight for all phases of the project, from inception to completion and oversee the completion of all construction in accordance with the engineers and architects drawings and specifications together with the prevailing building codes.
- 3.2 The Project Manager shall be responsible for ensuring compliance with quality standards. The responsibilities span a broad spectrum, covering all the areas of project management, such as, Cost Management, Time Management, Quality Management, Contract Administration and Safety Management.
- 3.3 Shall act as the backbone of the project, and these require complete and thorough technical knowledge of the construction process and also, strongest possible focus on quality.
- 3.4 Shall be responsible for smooth organization, implementation and completion of the project, within the approved budget and time to the satisfaction of the PSC.

4. SCOPE OF SERVICES

STANDARD SERVICES

The Construction Project Manager shall perform standard services under the following project stages:

PROJECT STAGES DESCRIPTION

- a) Project Initiation and Briefing (Inception)
- b) Concepts and Feasibility
- c) Design Developments
- d) Documentation and Procurement
- e) Construction Documentation and Management
- f) Project Close Out

4.1. STAGE 1 - PROJECT INITIATION AND BRIEFING (INCEPTION)

Definition

Agreeing requirements and preferences, assessing user needs and options, appointment of necessary consultants in establishing project brief, objectives, priorities, constraints, assumptions and strategies in consultation with the PSC.

Standard Services

- 4.1.1. Facilitate or formalize the development of a Clear Project Brief
- 4.1.2. Establish the Public Procurement policy for the project
- 4.1.3. Assist the PSC in the procurement of the necessary and appropriate consultants including the clear definition of their roles, responsibilities and liabilities.
- 4.1.4. Establish in conjunction with the PSC, consultants and all relevant authorities, the site characteristics necessary for the proper design and approval of the intended project
- 4.1.5. Manage the integration of the preliminary design to form the basis for the initial viability assessment of the project
- 4.1.6. Facilitate the preparation of the formal documentation for the coordination and monitoring of the Project Initiation Program.
- 4.1.7. Facilitate the preparation of the Preliminary Viability Assessment report for the project
- 4.1.8. Facilitate formal approval of all Stage 1 documentation

Project Management Deliverables

- a) Project Brief
- b) Project Procurement Policy
- c) Signed Consultant/Client Agreements
- d) Project Initiation Program
- e) Record of all meetings
- f) Approval by PSC to proceed to Stage 2

4.2. STAGE 2 - CONCEPT AND FEASIBILITY

Definition

Finalization of the project concept and feasibility

STANDARD SERVICES

- 4.2.1. Assist the PSC in the procurement of the necessary and appropriate consultants including the clear definition of their roles, responsibilities and liabilities
- 4.2.2. Advise the PSC on the requirement to appoint a Health and Safety Consultant
- 4.2.3. Communicate the project brief to the consultants and monitor the development of the Concept and Feasibility within the agreed brief.
- 4.2.4. Agree the format and procedures for cost control and reporting.
- 4.2.5. Manage and monitor the preparation of the project costing by other consultants
- 4.2.6. Prepare and co-ordinate an Indicative Project Documentation and Construction Program.
- 4.2.7. Manage and integrate the concept and feasibility documentation for presentation to the PSC for approval.
- 4.2.8. Facilitate approval of all Stage 2 documentation

Project Management Deliverables

- a) Signed Consultant/Client Agreements

- b) Indicative Project Documentation and Construction Program.
- c) Approval by PSC to proceed to Stage 3

4.3. STAGE 3 - DESIGN DEVELOPMENT

Definition

Manage, co-ordinate and integrate the detailed design development process within the project scope, time, cost and quality parameters

STANDARD SERVICES

- 4.3.1. Assist the PSC in the procurement of the balance of the consultants including the clear definition of their roles, responsibilities and liabilities
- 4.3.2. Establish and co-ordinate the formal and informal communication structure, processes and procedures for the design development of the project.
- 4.3.3. Prepare, co-ordinate and agree a detailed Design and Documentation Program, based on an updated Indicative Construction Program, with all consultants.
- 4.3.4. Manage, co-ordinate and integrate the design by the consultants in a sequence to suit the project design, documentation program and quality requirements.
- 4.3.5. Conduct and record the appropriate planning, co-ordination and management meetings
- 4.3.6. Facilitate any input from the design consultants required by Construction Manager on constructability
- 4.3.7. Facilitate any input from the design Consultants required by Health and Safety consultant
- 4.3.8. Manage and monitor the timely submission by the design team of all plans and documentation to obtain the necessary statutory approvals
- 4.3.9. Establish responsibilities and monitor the information flow between the design team.
- 4.3.10. Monitor or facilitate the preparation of cost estimates, budgets, and cost reports
- 4.3.11. Administer the cost control process to ensure progressive design compliance with approved budget, including necessary design reviews to achieve budget compliance
- 4.3.12. Facilitate and monitor the timely technical co-ordination of the design by the design team
- 4.3.13. Facilitate the PSC's approval of all Stage 3 documentation

Project Management Deliverables

- a) Signed Consultant/ Agreements
- b) Detailed Design & Documentation Program
- c) Updated Indicative Construction Program
- d) Record of all meetings
- e) Approval by The PSC to proceed to Stage 4

4.4. STAGE 4. TENDER DOCUMENTATION AND PROCUREMENT

Definition

The process of establishing and implementing procurement strategies and procedures, including the preparation of necessary documentation, for effective and timely execution of the project

STANDARD SERVICES

- 4.4.1. Select, recommend and agree the procurement strategy for contractors, subcontractors and suppliers with the PSC and consultants.
- 4.4.2. Prepare and agree the Project Procurement Program.
- 4.4.3. Co-ordinate and monitor the preparation of the tender documentation by the consultants in accordance with the Project Procurement Program.
- 4.4.4. Facilitate and monitor the preparation by the Health and Safety Consultant of the Health and Safety Specification for the project
- 4.4.5. Manage the tender process in accordance with agreed procedures, including calling for tenders, adjudication of tenders, and recommendation of appropriate contractors for approval by the client
- 4.4.6. Advise the PSC, in conjunction with other consultants on the appropriate insurances required for the implementation of the project.
- 4.4.7. Administer the reconciliation of the tender prices with the project budget
- 4.4.8. Establish the format and procedures for monitoring and control of the cost of the works
- 4.4.9. Facilitate PSC approval of the tender recommendation(s).

Project Management Deliverables

- a) Contractors, subcontractors, and suppliers Procurement Strategy
- b) Project Procurement Program
- c) Project Tender/Contract Conditions
- d) Record of all meetings
- e) Approval by of tender recommendation(s)

4.5. STAGE 5 - CONSTRUCTION DOCUMENTION AND MANAGEMENT

Definition

The management and administration of the construction contracts and processes, including the preparation and co-ordination of the necessary documentation to facilitate effective execution of the works

Standard Services

- 4.5.1. Appoint contractor(s) on behalf of the PSC including the finalization of all agreements

- 4.5.2. Instruct the contractor on behalf of the PSC to appoint subcontractors.
- 4.5.3. Receive, co-ordinate, review and obtain approval of all contract documentation provided by the contractor, subcontractors, and suppliers for compliance with all of the contract requirements.
- 4.5.4. Monitor the ongoing projects insurance requirements.
- 4.5.5. Facilitate the handover of the site to the contractor.
- 14.5.6. Establish and co-ordinate the formal and informal communication structure and procedures for the construction process
- 4.5.7. Regularly conduct and record the necessary site meetings
- 4.5.8. Monitor, review and approve the preparation of the Contract Program by the contractor
- 4.5.9. Regularly monitor the performance of the contractor against the Contract Program
- 4.5.10. Review and adjudicate circumstances and entitlements that may arise from any changes required to the Contract Program
- 4.5.11. Monitor the preparation of the contractor's Health and Safety Plan and approval thereof by the Health and Safety Consultant
- 4.5.12. Monitor the auditing of the Contractors. Health and Safety Plan by the Health and Safety Consultant
- 4.5.13. Monitor the compliance by the contractors of the requirements of the Health and Safety Consultant
- 4.5.14. Monitor the production of the Health and Safety File by the Health and Safety Consultant and contractors
- 4.5.15. Monitor the preparation by the Environmental Consultants of the Environmental Management Plan
- 4.5.16. Establish the construction information distribution procedures.
- 4.5.17. Agree and monitor the Construction Documentation Schedule for timely delivery of required information to the contractors
- 4.5.18. Expedite, review and monitor the timely issue of construction information to the contractors.
- 4.5.19. Manage the review and approval of all necessary shop details and product propriety information by the design consultants
- 4.5.20. Establish procedures for monitoring, controlling and agreeing all scope and cost variations.
- 4.5.21. Agree the quality assurance procedures and monitor the implementation thereof by the consultants and contractors
- 4.5.22. Monitor, review, approve and certify monthly progress payments.
- 4.5.23. Receive, review and adjudicate any contractual claims.
- 4.5.24. Administer the preparation of monthly cost reports.
- 4.5.25. Monitor long lead items and off-site production by the contractors and suppliers.
- 4.5.26. Prepare monthly project reports including submission to the PSC.
- 4.5.27. Manage, co-ordinate and monitor all necessary testing and commissioning by consultants and contractors
- 4.5.28. Co-ordinate, monitor and issue the Practical Completion Lists and the Certificate of Practical Completion

- 4.5.29. Co-ordinate and monitor the preparation and issue of the Works Completion List by the consultants to the contractors
- 4.5.30. Monitor the execution by the contractors of the defect items to achieve Works Completion
- 4.5.31. Facilitate and co-ordinate adequate access with the occupant for the rectification of defects by the contractors

Project Management Deliverables

- a) Signed Contractor(s) Agreements
- b) Agreed Contract Program
- c) Adjudication and award of contractual claims
- d) Construction Documentation Schedule
- e) Monthly progress payment certificates
- f) Monthly project progress reports.
- g) Record of all meetings
- h) Certificates of Practical Completion.

4.6. STAGE 6 - PROJECT CLOSE OUT

Definition

The process of managing and administering the project closeout, including preparation and co-ordination of the necessary documentation to facilitate the effective operation of the project.

STANDARD SERVICES

- 4.6.1. Issue the Works Completion Certificate
- 4.6.2. Manage, co-ordinate and expedite the preparation by the design consultants of all as-built drawings and design documentation
- 4.6.3. Manage and expedite the procurement of all operating and maintenance manuals as well as all warranties and guarantees
- 4.6.4. Manage and expedite the procurement of all statutory compliance certificates and documentation.
- 4.6.5. Manage the finalization of the Health and Safety File for submission to the PSC.
- 4.6.6. Co-ordinate, monitor and manage the rectification of defects during the Defects Liability Period.
- 4.6.7. Manage, co-ordinate and expedite the preparation and agreement of the final account with the relevant contractors
- 4.6.8. Co-ordinate, monitor and issue the Final Completion Defects list and Certificate of Final Completion
- 4.6.9. Prepare and present Project Closeout Report.

Project Management Deliverables

- a) Works Completion Certificate
- b) Certificate of Final Completion
- c) Record of all meetings
- d) Project closeout report

1. ADDITIONAL / SUPPLEMENTARY SERVICES

5.1. DEVELOPMENT MANAGEMENT SERVICES

The Construction Project Manager will be required to provide the following additional/supplementary development management services as may be necessary.

- 5.1.1. Facilitate the opportunity realization process
- 5.1.2. Drafting of appointment contracts for other members of the professional team.
- 5.1.3. Project management services in relation to direct contractors engaged by the PSC, such as those engaged for furniture, fittings and equipment
- 5.1.4. Mediation, arbitration proceedings and similar services. Such services will commence upon the notification of a dispute or the initiation of such proceedings
- 5.1.5. All work arising out of the failure of any consultants, contractors, suppliers or other external party to perform its obligations
- 5.1.6. Services required in respect of damage to or destruction of the works, insurance matters, postponement or cancellation of agreements
- 5.1.7. Additional services resulting from changes by the PSC to previously issued instructions.

5.2. SUPPLEMENTARY SERVICES PERTAINING TO ALL STAGES OF THE PROJECT

The Construction Project Manager shall be required to provide the following services in addition to the normal services as may be necessary.

- 5.2.1. Drafting of non-standard contracts.
- 5.2.2. Project management services in relation to direct contractors engaged by the PSC, such as those engaged for furniture, fittings and equipment.
- 5.2.3. Mediation, arbitration and litigation proceedings and similar services.
- 5.2.4. Where the PSC requires the construction project manager to, on his behalf, perform the services listed hereunder or similar work,
 - i. Dealing with matters of law, obtaining parliamentary or other statutory approval, licenses or permits.
 - ii. Assisting with or participating in contemplated or actual mediation, arbitration or litigation proceedings.
 - iii. Officiating at or attending courts and commissions of enquiry, select committees and similar bodies convened by statute, regulation or decree.
- 5.2.5. Calculation and certification of professional fees applicable to other professionals engaged by the PSC on the project.
- 5.2.6. Any other services not specifically incorporated in this document.

6. COMMISSION TERMINATION

- 6.1. Should a commission be terminated the fee for the services completed shall be calculated in accordance with the procedures to be agreed between the PSC and the Project Management firm.
- 6.2. For purposes of 6.1 above, a commission shall be deemed to be terminated where the services are deferred or suspended for a period of more than 90 calendar days in the aggregate, unless otherwise agreed in writing by the parties.

7. REPORTING MECHANISM

The Project Management firm will be expected to work closely with the Project Implementation Committee and attend all site meetings with the Architects, Consultants and Specialists during construction period, ensuring that upon project completion there are no budget overruns.

8. PROJECT BUDGET

Price for the Project Management firm will be among the key deciding factors for consideration in the evaluation of proposals.

9. PROJECT MANAGEMENT

The PSC expects proven industry project management techniques to be used in pioneering the three (3) projects. It is the Project Management firm's responsibility to assume full responsibility for the smooth execution of the projects

10. EVALUATION CRITERIA

The following criteria will form the basis upon which the evaluation of the proposals will be made and scores given. Proposals not meeting mandatory requirements will not be considered during the evaluation process.

10.1 The tender submitted by the tenderer shall comprise of the following preliminary mandatory requirements and shall form part of the evaluation rating.

- (a) Form of Tender
- (b) Form of Tender Security
- (c) Valid Tax Compliance Certificate
- (d) Qualification Information
- (e) Tender Questionnaire
- (f) Confidential Business Questionnaire
- (g) Company registration including PIN certificates and Tax compliance Certificate
- (h) VAT Tax registration

10.2. Mandatory Criteria:

- a) An original and a copy (suitable for photocopying) of the proposal must be received on time and be deposited in the tender box located at the 10th floor Protection House.

10.3. Project Costs:

- a) Should provide all costs associated to the project management services including any disbursements.

10.4. Payment Schedule:

- a) Should provide a schedule indicating the project stages at which payments will be made.
- b) The payment on the schedule should be linked to the deliverables.

APPENDIX I: EVALUATION CRITERIA MODEL
DESIRABLE CRITERIA 100%

A. APPROACH 10%

- i. Should briefly describe how the three (3) projects will be managed.
- ii. Must provide a brief description of key personnel who will be engaged in the project within its life cycle.
- iii. Must identify how the Project Management Company intends to perform internal quality assurance and how personnel changes will be managed.

B. COMPANY EXPERIENCE AND REFERENCES 60%

- i. Should provide a brief summary of the suitability of the Company which outlines specifically the track record and experience relevant to the construction projects **(30%)**.
- ii. Proposals should be accompanied by relevant project references. A list of previous project sites with their contact details should be availed so that they can be contacted during the Project Management Company's selection for these Terms of reference **(30%)**.

C. PRICING 30%

- i. Must provide indication towards remuneration of the Project Management firm inclusive of daily / hourly rates for its professional staff who will be engaged in the project

APPENDIX II: STANDARD FORMS

FORM OF TENDER

Date_____

Tender No._____

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.. *[insert numbers]*,
the of which is hereby duly acknowledged, we, the undersigned, offer to provide.
[description of services] in conformity with the said tender documents for the sum of . *[total tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by *(Procuring entity)*.
4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 20

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

Duly authorized to sign tender for and on behalf of _____

PRICE SCHEDULE OF SERVICES

Name of Tenderer _____ Tender Number _____. Page ____ of _____.

1	2	3	4	5	6	7
Item	Description	Quantity & quality	Duration	Unit Price	Total Price EXW per item (cols. 4x5)	Unit Price of other incidental services payable

Signature of tenderer _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

CONTRACT FORM

THIS AGREEMENT made the ___ day of ____ 20__ between.....[*name of procurement entity*] of[*country of Procurement entity*](hereinafter called "the Procuring entity") of the one part and[*name of tenderer*] of[*city and country of tenderer*](hereinafter called "the tenderer") of the other part.

WHEREAS the procuring entity invited tenders for certain services, viz, **Construction Project Management services**, and has accepted a tender by the tenderer for the supply of those services in the sum of[*contract price in words and figures*]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring entity's Notification of Award.
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

Signed, sealed, delivered by _____ the _____ (for the tenderer) in the presence of _____.

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

You are advised that it is a serious offence to give false information on this form.

Part 1 General

Business Name

Location of Business Premises

Plot No, Street/Road

Postal address Tel No. Fax Email

Nature of Business

Registration Certificate No..... (attach copy of reg. certificate)

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

Name of your Bankers

Branch

	<p>Part 2 (a) – Sole Proprietor Your name in full.....Age..... Nationality.....Country of Origin..... Citizenship details</p>																				
	<p>Part 2 (b) – Partnership Given details of partners as follows</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
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1.																		
2.																		
3.																		
4.																		
	<p>Part 2 (c) – Registered Company Private or Public State the nominal and issued capital of company Nominal Kshs..... Issued Kshs..... Given details of all directors as follows</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
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3.																		
4.																		
	<p>Date.....Signature of Candidate.....</p>																				

TENDER SECURITY FORM

Whereas[name of the tenderer]

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

[name and/or description of the services]

(Hereinafter called "the Tenderer").....

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

Of.....having registered office at

[Name of procuring entity] (Hereinafter called "the PSC") are bound unto.....

[Name of procuring entity] (Hereinafter called "the procuring entity") in the sum of

for which payment well and truly to be made to the said Procuring entity, the PSC binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said PSC this _____ day of 20_____.

THE CONDITIONS of this obligation are:

- 1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
- 2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

- (a) fails or refuses to execute the Contract Form, if required; or
- (b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the PSC not later than the above date.

[signature of the PSC]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To:

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

(hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20 ____ to

supply.....

[Description services] (Hereinafter called "the contract")

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a PSC guarantee by a reputable PSC for the sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of

.....
[amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of
[amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the ____ day of 20

Signature and seal of the Guarantors

[name of PSC or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To:

RE: Tender No.

Tender Name

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS)

SIGNED FOR ACCOUNTING OFFICER