

REPUBLIC OF KENYA



PARLIAMENTARY SERVICE COMMISSION

REQUEST FOR PROPOSAL

TENDER NO. PSC/018/2016-2017

FOR

**PROVISION OF CONSULTANCY SERVICES FOR PRELIMINARY,
DETAILED DESIGN, DOCUMENTATION AND SUPERVISION OF
RENOVATIONS AND REFURBISHMENT OF COUNTY HOUSE**

PROPOSALS SUBMISSION DEADLINE:

FRIDAY, 17TH MARCH, 2017 AT 11.00AM

TABLE OF CONTENTS

	Page
SECTION I. Letter of Invitation	3
SECTION II. Information to consultants.....	4
Appendix to information to Consultants.....	14
SECTION III Technical Proposal	18
SECTION IV. Financial Proposal	28
SECTION V Terms of Reference	36
SECTION VI. Standard Forms of Contract	48
ANNEXES:	
Annex A: Mandatory Confidential Questionnaire	65
Annex B. Tender Security format	69
Annex C. Performance Bond (format)	70
Annex D. Sample letter of offer	71
Annex E: PPRAB Administrative Review Form	72

SECTION I - LETTER OF INVITATION

24th February, 2017

Consultancy Firm's Name.....
Address.....
.....

RE: **TENDER NO. PSC/018/2016-2017: FOR PROVISION OF CONSULTANCY SERVICES FOR PRELIMINARY, DETAILED DESIGNS, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF RENOVATIONS AND REFURBISHMENT OF COUNTY HOUSE**

1.0 The Clerk of the Senate invites proposals for the following consultancy services: ***Preliminary, Detailed Design, Documentation and Construction Supervision of Renovations and Refurbishment of County House.***

1.1 The Request for Proposals (RFP) Document includes the following documents:

- Section I - Letter of invitation
- Section II - Information to consultants
Appendix to Consultants information
- Section III - Terms of Reference
- Section IV - Technical proposals
- Section V - Financial proposal
- Section VI - Standard Contract Form
- Section VII - Annexes

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

1.3 Duly completed Proposal documents are to be enclosed in plain sealed envelopes, marked with the proposal number, name and as prescribed and be deposited in the tender box provided at Parliamentary Service Commission, 10th Floor, Protection House, Parliament Road, Nairobi or be 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 Only 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

**J.M. NYEGENYE, C.B.S.
CLERK OF THE SENATE/ SECRETARY
PARLIAMENTARY SERVICE COMMISSION**

SECTION II – INFORMATION TO CONSULTANTS (ITC)

Table of Contents

	Page
2.1 Introduction	5
2.2 Clarification and amendment of RFP document	6
2.3 Preparation of Technical Proposal	6
2.4 Financial proposal	7
2.5 Submission, Receipt and opening of proposals	8
2.6 Proposal evaluation general	8
2.7 Evaluation of Technical proposal	9
2.8 Public opening and Evaluation of financial proposal	10
2.9 Negotiations	11
2.10 Award of Contract	12
2.11 Confidentiality	12
2.12 Corrupt or fraudulent practices	12

SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

- 2.1.1 The Client named the Appendix to "ITC" will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix 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. 2,500/=
- 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 (i.e. Whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
- 2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local

incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.

2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:-

$Sf = 100 \times \frac{F_m}{F}$ where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + P = 1$) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows:- $S = St \times T \% + Sf \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

2.8.6 The tender evaluation committee shall evaluate the tender within 30 days of from the date of opening the tender.

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 Consultancy Services for Preliminary, Detailed Design, Documentation and Supervision of Renovations and Refurbishment of County House and Imani House

- 2.1.3 A **mandatory pre-proposal conference** will be held: **Yes** on **Friday, 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;
- ❖ **Six (3) months for the Preliminary, Detailed Design and Tender Documentation (preparation of bills of quantities) services,**
 - ❖ **Twelve (12) months for the tendering & supervision of the implementation process.**
 - ❖ **Six (6) months Defects Liability period**
 - ❖ The minimum required experience of proposed professional staff is: **As per the Terms of Reference**

2.3.4 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.

2.4.2 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:

$$\begin{aligned} T &= \underline{\hspace{2cm}} \quad (0.80) \\ P &= \underline{\hspace{2cm}} \quad (0.20) \end{aligned}$$

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) 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 scores 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 upto 80% whereas the financial proposals score weighted up to 20%.
- ❖ The below formulae as indicated under Clause 2.8.5 shall be applied:-

Sf = 100 X FM/F where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration.

Proposals will be ranked according to their combined technical (*St*) and financial (*Sf*) scores using the weights (*T*=the weight given to the Technical Proposal; *P* = the weight given to the Financial Proposal; *T + p = 1*) indicated in the Appendix.

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

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

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

Table of Contents

	Page
1. Technical proposal submission form	19
2. Firms references	20
3. Comments and suggestions of consultants on the Terms of reference and on data, services and facilities to be provided by the procuring entity	21
4. Description of the methodology and work plan for performing the assignment	22
5. Team composition and Task assignments	23
6. Format of curriculum vitae (CV) for proposed Professional staff	24
7. Time schedule for professional personnel	25
8. Activity (work schedule)	26

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

Firm's Name: _____

Name and title of signatory; _____

(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

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

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

Table of Contents

	Page
1. Financial proposal submission Form	29
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		<hr/>

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				_____

SECTION V: - TERMS OF REFERENCE

TENDER FOR CONSULTANCY SERVICES FOR PRELIMINARY, DETAILED DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF RENOVATION AND REFURBISHMENT OF COUNTY HOUSE

5.1 Introduction

These terms of reference (TOR) refer to the provision of Consultancy Services for the **Tender for Consultancy preliminary, detailed design, documentation and construction supervision of renovation and refurbishment of County House**. These terms of reference sets out the function, duties, responsibilities, qualifications and reporting relations of the consulting firm that will be responsible for carrying out a security survey, design, preparation of Tender Documents and construction supervision of renovations, partitioning and refurbishment of County Hall for the Parliamentary Service Commission. The Consultancy shall be funded by the Parliamentary Service Commission.

5.2 Background Information

In line with its goal to create the Parliamentary Square, the Parliamentary Service Commission has purchased the County House and leased Imani House and intends to renovate partition and refurbish the buildings into staff offices, lecture rooms, e. t. c.

4.2 Objectives of the Assignment

The PSC has identified the need to carry out renovation and refurbishment works to improve the work environment, provide training rooms to enhance staff performance. To achieve this objective, the PSC wishes to hire a consulting firm to **prepare designs, specifications and tender documents, assist in the tender process and carry out construction supervision. These will include architectural and engineering designs, specifications, bills of quantities, contract documents and carry out supervision of the construction. The facilities shall include lecture rooms, staff offices, restaurant and a souvenir shop**. The consultancy firm will assist in the tender process, supervise and co-ordinate the renovation and refurbishment of the buildings.

4.4 Scope of Work

4.4.1 General

The main floor areas were leased to different tenants and the spaces were leased as open spaces. Each tenant partitioned the space leased according to his needs and on expiry of the lease removed his partitions. All the partitions except on the ground and first floor have been removed leaving the building in a poor state of repair.

Each tenant was responsible for his power bills while the water was a common utility for the upper floors. The water bills for the ground floor and first floor were met by individual tenants. The implication is that there will be need to re-organize electricity supply and distribution, telephone and data cabling and water supply and distribution in the building.

The sanitary fittings in buildings are poor condition: most have broken or are missing parts. It will be necessary to replace the sanitary fittings with more modern fittings and improve the wall and floor finishes.

The following renovations and refurbishments are required bring the buildings to acceptable standards: -

1. Partitioning of the floors depending on the use,
2. Replacement of the roof and ceiling on seven floor,
3. Replacement of wall, floor and ceiling finishes in all the floors,
4. Building finishes and decoration (internally and externally)
5. Electrical supply and distribution,
6. Installation of standby generator,
7. Replacement of passenger lift JN County House,
8. Telephone and data network installation including fiber link to Main Parliament PABX,
9. Plumbing, drainage and replacement of Sanitary fittings,
10. Fire fighting and detection installation,
11. Installation of Building Management System

The refurbishment of the buildings shall include measures to conserve water and power. Specifically sanitary fittings with low water consumption are recommended while light fittings should be low energy consuming fittings. Sensor operated light fittings should be provided for switching off lights in parts of the buildings that are not occupied.

The Architect shall be the Team Leader of the Consultancy and shall coordinate and supervise the execution of the assignment. The consulting firm shall provide the services outlined below: -

- Carry out an inspection and prepare a report of each of the buildings
- Prepare preliminary designs and cost estimates,
- Discuss the preliminary designs and cost estimates with the Client before proceeding to finalize the detailed designs. The detailed designs shall only be finalized for the works authorized by the client,
- Incorporate any comments that may arise from the preliminary design and cost estimate submissions and discussions

- Prepare working drawings, details, specifications and bills of quantities for the works agreed by the client.
- Supervise construction works agreed by the client.
- Conduct regular site meetings and inspections.
- Prepare regular valuations and certifications of the construction works, which shall include project appraisal reports, final account etc.
- Submit valuations and certificates to the Parliamentary Service Commission for payments.
- Administer the defects liability period and inspecting rectified defects.
- Prepare and deliver "As Built" drawings for all the works to the custody of the Parliamentary Service Commission.
- Ensure that all the activities under the assignment are appropriately incorporated into the project work plan.
- Ensure that the designs and specification for the works are based on the specific needs of the Parliament. The consulting firm shall ensure the designs take into cognizance current and future needs of the Parliament.
- Respond to any other needs arising from the construction works.

4.4.2 Schedule of Duties

a. Architect

- **Inception stage**
 - Advise Client on services , duties and fees,
 - Receive initial statement of requirements and outline possible cause of action,
 - Receive preliminary brief and schedules of accommodation together with cost limitations if any.
- **Preliminary Sketch Design Stage**
 - Analyze client's requirements and instruct other consultants
 - Do initial research in to available data relevant to the project,
 - Advise on necessity for any special surveys, investigations or tests which may be required,
 - Consult local authorities and other relevant statutory bodies to ensure compliance with their laid down requirements'
 - Advise on necessity and extent of supervision including supervisory staff required,
 - Prepare a presentable scaled preliminary sketch design with adequate descriptions and illustrations, showing layouts , preliminary infrastructural services, basic mode of construction and approximate estimate of cost. Inform the client of any major decision required.
 - Receive client's comments and make amendments as necessary
- **Final Design stage**
 - Prepare in collaboration with other consultants where necessary, a final design consisting of scaled and adequately dimensioned drawings with

- outlined specifications to indicate more precise aspects of arrangements , materials , appearance, construction and special requirements.
 - Where required submit to the local authority for town planning consent and approval under the relevant by-laws
 - Prepare an implementation program, revised cost estimates and present to the client together with the final design for comment,
 - Make amendments as necessary
 - Obtain Client's consent to any changes that may result from by-laws and other statutory requirements,
 - Receive the client's approval of final design.
- **Design details, Production Drawings and Tender Documents stage**
 - Complete detailed design incorporating the design work done by other consultants and prepare all necessary production drawings with all details and specifications necessary for preparation of bills of quantities and construction,
 - Obtain estimates and other information from possible sub-contractors and suppliers,
 - Prepare production information for bills of quantities and/or specifications
 - Ensure that drawings, bills of quantities and/or specifications produced by other consultants tally with Architect's drawings.
- **Tender Action and Construction stage(Supervision Period)**
 - Advising on tenderers, obtain and advise on tenders, contract and appointment of the contractor,
 - Advise on appointment of site supervisory staff,
 - Supply information to the contractor to enable him to take possession of the site
 - Make periodic visits to the site to ensure that the contractor complies with the terms of the contract,
 - Issue interim certificates in collaboration with other consultants
 - Issue certificates of practical completion in collaboration with other consultants,
 - Prepare in collaboration with all other consultants , as-built drawings as well as maintenance and operational manuals
- **Defects Liability Period Stage**
 - Prepare schedule of defects,
 - Check final account
 - Issue certificate of making good defect and completion in collaboration with other consultants
- **General Duties**
 - The Architect shall be the team leader of the Consultancy team responsible for coordination and integration of designs by other Consultants. The consultants shall be professionally responsible for the detailed design and supervision of the work entrusted to them,

- The architect shall not initiate or proceed with any stage of the design or deviate from the approved design without the written authority of the Client
- When need arises to alter any part of the design such alteration shall be made in collaboration with other consultants

b. Quantity Surveyor

i. Inception Stage

- Hold meetings with the Client and other Consultants and visit site

ii. Preliminary Sketch Design Stage

- Liaise with the Client and other consultants on programme for the works,
- Prepare approximate estimate of cost based on linear, superficial, cubic or similar basis from outlined sketch proposals,
- Advise on possible design economies and on the financial implication of different proposals
- Amend approximate estimate as necessitated by modifications to sketch proposals.

iii. Final; Design Stage

- Provide cost advice as necessary for preparation of final design
- Amend approximate cost estimate as necessary
- Collaborate in preparation of time Table covering the Consultants work for preparation for Tender Documents,
- Make minor amendments as necessary to approximate estimate and advise on design economies.

iv. Design details, Production Drawings, Tender Documents

- Amend approximate estimates as necessary, cross checking with budget allocation during preparation of contract drawings and report accordingly,
- Advise on form of contract,
- Prepare bills of quantities including bills and/or specification for nominated sub-contractors and supplier's work except where other consultants are commissioned,
- Prepare tender documents and ensure that they tally with other consultants drawings and specifications,
- Provide to the Client final estimates of the works based upon priced bills of quantities.

v. Tender Action and Construction Stage(Supervision Period)

- Advise on tenderers, obtain and evaluate tenders, advise on the contract and recommend on the appointment of the contractor,
- Draw up contract documents,
- Obtain, check and report on tenders for nominated sub-contractors where necessary,
- Make periodic visits to site to measure "provisional" or varied work,

- Make periodic visits to sites to survey works in progress, take particulars and prepare valuations for interim payments to the contractor in collaboration with other consultants,
- Prepare periodic financial appraisals in consultation with other consultants,
- Advise the Client on financial implications of proposed variations and submit details of additional funds required,
- Revise estimated final cost, submit financial appraisals and provisional final account figures,
- Advise on contractual matters,
- Examine, evaluate and report on contractor's claims.

vi. Defects Liability Period Stage

- Complete measurement and pricing of final account and agree with the contractor,
- Advise on any outstanding disputes with the contractor excepting being involved in the arbitration and litigation processes
- Prepare valuation for final certificate in collaboration with other consultants

c. Structural Engineer

i. Inception Stage

- Advise on the need for specialized design services,
- Advise on structural forms, suitable materials and building location

ii. Preliminary Sketch Design Stage

- Investigating on available data or information relating to the project and which are relevant to the works,
- Initiating and controlling normal soil investigations,
- Advising on the necessity of any special surveys, investigations or tests which may be required for the proper design and construction of works, arranging for these to be carried out on his behalf and considering and advising on the results of such special surveys, investigations and tests.
- Advise on economy of the structural forms proposed by the Architect and recommend on the best alternative structural solution,
- Provide the client with the report justifying structural concept adopted and the structural materials used for the project, Consulting the local or other authorities affecting matters of principles in connections with the structural,
- Providing sufficient structural information to enable other consultants to produce their sketch designs

iii. Final Design Stage

- Developing the design in collaboration with other consultants and preparing of calculations, drawings and specifications of the works to a stage necessary for bills of quantities to be prepared and tenders obtained,
- Advising on the relevant parts of the conditions of contract, forms of tender and invitation of tender as may be necessary to enable the works to be tendered for or otherwise ordered by the client,

- Consulting the local or other authorities in connection with the structural design and the preparation and submission of typical details and typical calculations.

iv. Design Details, Production Drawings and Tender Documents stage

- Preparing any further designs, specifications and drawings necessary for the information of the contractors to enable them to carry out the works including provision of the bending schedules for reinforced concrete, but excluding shop details,
- Preparing details and calculations relating to the works, other than typical details and typical calculations as may be required for submission to any appropriate authority,
- Completion of all detailed drawings and shop drawings if required,
- Advising on tenders, tenderers, prices and estimates for carrying out the works. No tender shall be called or order placed by the consultant on behalf of the Client except with his authority in writing,
- Ensure that drawings, Bills of Quantities and all specifications produced by other consultants comply with the structural working drawings and specifications.

v. Tender Stage and Construction stage(Supervision Period)

- Advising on the tenderers, obtain and advise on tenders, prepare and advise on the contract and appointment of the contractor,
- Advising on the appointment of the resident site staff,
- Checking shop details for accuracy of general dimensions and adequacy of members and connections,
- Preparing and advising on certificates for payment to contractors,
- Performing any duties which the consultant may be required to carry out in accordance with any contract for the execution of the works – provided that he shall first have approved design and specification relating to that contract,
- Giving necessary instructions to the contractor ,provided that the consultant shall not without the prior approval of the client give any instructions which are likely to increase the cost of the works, and making such site visits of general inspection as to satisfy himself and the client that the works are executed according to the design and specifications,
- Satisfying himself as to the suitability and performance of the clerk of works and/or Resident engineering staff,
- Delivering to the client on completion of the works as built drawings and other documents,
- Assisting in settling disputes or differences which may arise between the client and contractors, except litigation and arbitration

vi. Defects Liability Period stage

- Advising on any defects arising due to structural causes and advising on the immediate remedy,
- Issuing certificates of making good defects.

d. Civil and Structural Engineer

i. Inception Stage

- The consultant shall advise on the need for specialized design services,
- The consultant shall be required to work in collaboration with other consultants,
- The consultant shall advise the client on the suitability and adequacy of site for the project including additional topographic survey where necessary to cover all the area for the services.

ii. Preliminary Sketch Design Stage

- Investigating data and information relevant to the works which are reasonably accessible to the consultant and considering any reports relating to the works which have either been previously prepared by the consultant or else prepared by others and made available to the consultant by the client,
- Making any normal topographical survey of the proposed site of the works which may be necessary to supplement the topographical information already available to the consultant,
- Advising the client on the need to carry out any geotechnical investigations which may be necessary to supplement the geotechnical information already available to the consultant, arranging for such investigations when authorized by the Client, certifying the amount of any payments to be made by the client to the persons or firms carrying out such investigations under the consultant's direction and advising the client on the results of such investigations,
- Advising the client on the need for arrangements to be made for carrying out of special surveys, special investigations or model tests, and advising the client of the results of any such surveys, investigations or tests carried out,
- Carrying out a site inspection and site survey of the existing facilities or services which will affect his design,
- Preparing such documents as are reasonably necessary to enable the client to consider the consultant's general proposals for the construction of the works in light of the investigations carried out by himself at this stage, and to enable the client to apply for approval in principle of the execution of the works in accordance with such proposals.
- Advising the client on the best alternative layout plan of the works which may not necessarily be compatible with the adopted layout but the results in an economical design of the associated Civil Engineering works.

iii. Final Design Stage

- Preparing designs and fully detailed tender drawings in connection with the works
- Advising as to the appropriate conditions of the contract to be incorporated in any contract to be made between the Client and the contractor,

- Preparing such specifications, bar bending and other schedules and working out quantities as may be necessary for the preparation of Bills of Quantities to enable the client to obtaining tenders or otherwise award a contract for carrying out the works,
- Advising the client as to the suitability for carrying out the works of persons and firms tendering,
- Preparing a cost estimate based on latest rates for works and submit to the client before tendering,
- Ensure the drawings, bills of quantities and/or specifications produced by other consultants comply with his working drawings and specifications.

iv. Tender Stage and Construction stage(Supervision Period)

- Advising on tenderers, obtaining and advising on tenders, preparing and advising on the form of contract and appointment of the contract,
- Inspecting and testing during manufacture and installation of such plant, equipment and materials supplied for incorporation in the works and arranging and witnessing acceptance and compliance tests,
- Advising the client on the need for special inspection or testing,
- Advising the client on the appointment of site staff and on the performance of such site staff,
- Examining the contractor's proposals and program of work,
- Make such visits to site as the consultant shall consider necessary to satisfy himself and the client as to the performance of the site staff, if any and to satisfy himself and the client that the works are executed generally according to contract and otherwise in accordance with good engineering practice
- Giving necessary instructions to the contractor provided that the consultant shall not without the prior approval of the client give any instructions which are likely to increase the cost of the works,
- Preparing, checking and approving certificates for payment to the contractor,
- Performing any services which the consultant may be required to carry out under any contract for the execution of the works under any contract for the execution of the works , including where appropriate the supervision of the specified tests and of the commissioning of the works,
- Delivering to the client on the completion of the works such records as original as-built drawings, documents and manufacturers manuals as are reasonably necessary to enable the client to operate and maintain the works,
- Assisting in settling disputes which may arise between the Client and the contractor excepting litigation and arbitration.

v. Defects Liability Period stage

- Advising on any defects arising from any causes and advising on the immediate remedy,
- Issuing certificates of making good defects

e. Electrical and Mechanical Engineers

i. Inception Stage

- The consultant shall advise on the need for specialized design services which demand hiring special expertise,

ii. Preliminary Sketch Design Stage

- Investigating available data or information relating to the project and which are relevant to the works and collaborating with other consultants,
- Advising on the necessity for any special surveys, investigations or tests which may be required for the proper design and construction of the works,
- Arranging for the special surveys, investigations and tests referred above to be carried out on the results there from
- Consulting local or other authorities affecting matters of principle in connection with the design,
- Providing sufficient preliminary information and approximate estimates based on linear, superficial, cubic or similar basis regarding the works to enable other consultants' to prepare preliminary sketch plans or preliminary tender drawings for the project to approval by the Client,
- Preparing preliminary sketch schemes for approval by the Client before proceeding to final design stage.

iii. Final Design Stage

- Preparing engineering services scheme and/or providing such other information as is consistent with the approved preliminary design to enable final design to be completed,
- Making minor amendments as necessary on the preliminary sketch scheme
- Reviewing and revising approximate estimates,
- Preparing preliminary detailed cost plant estimates where required.

iv. Design Details, Production Drawings and Tender Documents stage

- Preparing such designs, details and drawings as may be necessary for the invitation of tenders and for the execution of the works. The drawings referred to in this clause are the "Tender Drawings" completed to such detail as to enable competitive tenders to be obtained,
- Amending approximate estimates as necessary during preparation of contract drawings,
- Preparing and drawing up such specifications as may be necessary for inviting tenders and for the execution of the works,
- Advising on the appropriate conditions of contract forms of tender and invitations to tender as may be necessary to enable the works to be tendered for or as otherwise instructed by the Client,
- Providing such information as may be necessary to enable adequate provisions to be made for the installation of works in the manner specified by the consultant,
- Examining the tender documents to ensure consistency with the designs and documents by other consultants.

v. Tender Stage and Construction stage(Supervision Period)

- Inviting tenders, examining and reporting on tenders and advising on the appointment of the contractor,
- Preparing the contract documents relating to accepted tender
- Examining contractor's details and proposals for which the consultant's approval is required by the contract,
- Advising on the appointment of the resident site staffing
- Issuing instructions to the contractor as necessary to enable them prepare their working drawings and to execute the works,
- Making periodic site visits to the site to ensure that the contractor complies with the terms of the contract,
- Witnessing and approving acceptance tests of the works on site,
- Arranging for the delivery to the client of copies of as-built drawings, manufacturers operational and maintenance manuals and where appropriate certificates of works' tests,
- Advising on interim valuations in respect of the works and on the settlement of the claims and contractors' final accounts and issuing certificates for payment as appropriate
- Settling disputes or differences which may arise between the Client and contractors except litigation and arbitration
- Issuing certificates of practical completion

vi. Defects Liability Period stage

- Making such visits for inspection as the consultant considers necessary,
- Preparing schedule of defects and advising on matters pertaining to defects noted and on the efficient and correct operation of the installation forming part of the works,
- Issuing certificates of making good defects

4. 5. Procurement of Works Contractors

The consultancy firm shall assist in the procurement process for the construction works contractors. He shall participate fully in the pre-qualification of contractors, the tender process and evaluation documents submitted by contractors in close consultation with the project implementation committee. The process shall be refereed strictly in compliance with the prevailing Government of Kenya Public Procurement regulations.

4. 6. Construction Supervision

The consultancy firm shall carry out construction supervision and monitoring of the implementation of the works during construction, conduct regular site meetings and inspections. The consultancy firm shall prepare monthly valuations and certificates and submit them to the Clerk of the National Assembly for consideration and payment. They will be responsible for administering the defects liability period, inspecting rectified defects, preparing and submitting As- built drawing to the Clerk of the National Assembly.

The consultancy firm will supervise and coordinate the work of the construction works supervision team. They will work in close consultation with the Project Implementation Committee appointed by the Clerk of the National Assembly to manage the day-to-day implementation of the project. The consultancy firm shall prepare and submit monthly progress reports to the Project Implementation Committee which shall detail all work performed during the reporting period, including a financial appraisal of the project and issues arising from the implementation of construction works. In addition, the consultancy firm shall prepare valuations and certificates on a monthly basis and submit them to the Clerk of the National Assembly for evaluation and payment.

4.7 Outputs

4.7.1 General

Various reports shall be prepared and submitted in the course of execution of the assignment. All reports will be produced and submitted in electronic and hard copy to the Project Implementation Committee. The relationship between the consultant firm and the institutions currently responsible for project management / administration, are set out here below:

The consulting firm will work closely with the Project Implementation Committee appointed to oversee the implementation of projects at the tactical level. The Project Implementation Committee shall meet monthly and assesses progress against plans and whether planned activities are still feasible. It will ensure co-ordination and leadership at the departmental level.

The consulting firm will report to the Project Implementation Committee and raise issues arising from the construction works execution requiring their attention. The Consultant shall prepare and submit monthly progress reports to the Project Implementation Committee which shall detail all work performed during the reporting period, the financial appraisal of the project and issues arising from the implementation of the construction works. The consulting firm will supervise and coordinate the work of the construction works team.

4.7.2 Progress Reports

The consulting firm shall prepare and submit monthly progress reports which shall detail all work performed during the reporting period. These reports shall detail encountered and anticipated difficulties and delays in the work, their causes and remedies proposed to solve them. The progress reports shall also contain a financial appraisal of the project. All reports shall be in standard A4 while drawings shall be submitted in A1 standard size.

4.7.3 Final Report

A substantial **final report** will be drafted at the end of the construction works. It will incorporate all revisions made during the implementation of the works, final drawings,

technical specifications and bill of quantities, The final report shall incorporate all revisions arising during the implementation of the construction works It will give a summary of the works realized, reflect on issues that were raised during the assignment, lessons learned, and recommendations for the future. The final report shall include a final account for the construction works contract and all drawings in both hard and soft copies.

A total of three copies will be produced in English and submitted in electronic and hard copies to the Clerk of the National Assembly.

4. 7.4 Bills of Quantities

The calculated quantities for the items of construction shall be based on the final design drawings. The quantities shall be calculated in accordance with accepted methods of measurements, which shall be agreed with the Project Implementation Committee. A detailed Bills of Quantities shall be prepared generally corresponding to the relevant Sections of the Standard Specifications and including contingencies and escalation of price elements.

4. 7.5 Information to be provided by PSC

The Kenya National Assembly shall supply all pertinent information and give such assistance as shall reasonably be required for the conduct by the consultancy firm of their duties under the contract save that such assistance shall not be extended to the provision of any supplies or services. The consultancy firm shall be required to pay for the purchase fee of any documents. The Kenya National Assembly shall liaise with other stakeholders to organize meetings that will facilitate the Consulting firm's work.

4.7.6 Consultants Skills and Competencies

The consultant firm will manage an inter-disciplinary team of individual consultants that will bring together combined expertise in the following disciplines:

- i) Architectural design
- ii) Quantity surveying
- iii) Civil and Structural engineering and
- iv) Services (Electrical & Mechanical) engineers

The lead consultant should therefore have experience of leading an inter-disciplinary team; have excellent management, coordination and supervision and report writing skills.

4.7.7 Key Staff

All key staff shall possess a minimum of ten years post qualification experience and shall be registered with the relevant authorities. The following personnel shall be considered shall be required for the assignment: -

1. Architect/Team leader,
2. Structural Engineer,
3. Quantity Surveyor,
4. Electrical Engineer,
5. Mechanical Engineer,
6. Civil Engineer.

Each of the above key staff shall be registered with the relevant authority and shall have a Minimum of ten years post qualification experience.

4.7.8 Security and Confidentiality

The consultant firm shall treat in the strictest confidence and not make use of and/or divulge to third party any information or documents which are linked to the performance of the contract. The consultant firm shall treat all material encountered during the duration of this Contract and any specific contract as confidential and will not disclose the material to any third party, except when explicitly authorized. The consultant firm may only utilize the information contained in the material for the purposes identified in the Contract. The consultant firm shall take all practical steps to keep the material confidential and shall restrict access to the material to the members of the consulting firm's team only. The consultant firm shall take all appropriate steps for each product to ensure that the data and the magnetic media upon which they are stored are safely preserved.

4.7.9 Ownership of the Results – Intellectual and Industrial Property

Any results or rights thereon, including copyright and other intellectual or industrial rights, obtained in performance of the Contract, shall be owned solely by the Kenya National Assembly, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitations.

4.7. 10 Time frame

The complete design, documentation and implementation of the construction works shall commence as early as 1st July 2008 and continue for a maximum period of 48 months. The consulting firm shall submit a work program for the entire project with his proposal. The works shall be scheduled taking into account the Parliamentary Calendar so as to avoid conflict with other Parliamentary programs.

4.7.11 Taxes and Duties

The consultant firm shall be liable to pay all taxes and duties payable under the laws of Kenya in connection with this assignment including Value Added Tax. The consultancy firm shall be deemed to have taken the above into consideration while preparing his financial proposal.

4.7.12 Variation of the works

During supervision of the implementation of construction the consultant shall not cause the works to be varied without approval by the Clerk of the Kenya National Assembly.

4.7.13 End of Consultancy

Except for the perimeter fence in which the full range of consultancy services shall be provided and unless specifically instructed all the design for various elements shall be stopped at the preliminary design stage after adequate details have been worked out to enable preparation of the Master plan.

Appendix to Terms of Reference

Evaluation Criteria for preparation of preliminary and detailed architectural and engineering designs, specifications, bills of quantities, contract documents and carry out construction supervision of the construction of the proposed Multi-storey office Block for the Kenya National Assembly.

	Factor	Maximum Score
1	Specific experience of Consultant related to the assignment	10
	a. Experience in construction work of same magnitude or more	5
	b. Experience in Interior fit out design and construction supervision	5
2	Adequacy of the proposed work plan and methodology in responding to the terms of reference	40
	a. Preliminary design	10
	b. Detailed design	10
	c. Tender process	10
	d. Construction supervision	10
3	Qualifications and competence of the key staff proposed for the assignment	40
	a. Qualifications and experience of Architect	10
	b. Qualifications and experience of Quantity Surveyor	6
	c. Qualifications and experience of Structural Engineer	6
	d. Qualifications and experience of Electrical Engineer	6
	e. Qualifications and experience of Mechanical Engineer	6
	f. Qualifications and experience of Civil Engineer	6
4	Suitability to the transfer of Technology program (training)	10
	a. Training of Client's staff in use of technical software	5
	b. Submission of soft and hard copies of documents, software and equipment	5
	Total	100

Notes:

a). The consultant shall be evaluated and scored based on the degree to which the proposal meets the requirements of this Request for Proposals. Selection of the preferred proposal will be based on compliance to the requirements of this Request for Proposals and the highest overall score.

b). The evaluation Team may also contact and evaluate the proposer's references; contact any proposer to clarify any response; contact any current users of the proposer's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

c). The pass mark for the proposal is 80%

SECTION VI: SAMPLE STANDARD CONTRACT

REPUBLIC OF KENYA

PARLIAMENTARY SERVICE COMMISSION

C O N T R A C T

BETWEEN

PARLIAMENTARY SERVICE COMMISSION

AND

(NAME OF THE SUCCESSFUL CONSULTANCY FIRM)

FOR

**PROVISION OF CONSULTANCY SERVICES FOR PRELIMINARY,
DETAILED DESIGN, DOCUMENTATION AND SUPERVISION OF
RENOVATIONS AND REFURBISHMENT OF COUNTY HOUSE**

DATED

CONTENTS

Contract for Consultant's Services.....	iv
I Form of Contract.....	v-vi
II General Conditions of Contract.....	vii
1. General Provisions.....	vii-viii
1.1 Definitions.....	viii
1.2 Law Governing the Contract.....	viii
1.3 Language.....	viii
1.4 Notices.....	viii
1.5 Location.....	viii
1.6 Authorized Representatives.....	viii
1.7 Taxes and Duties.....	ix
2. Commencement, Completion, Modification and Termination of Contract.....	ix
2.1 Effectiveness of Contract.....	ix
2.2 Commencement of Services.....	ix
2.3 Expiration of Contract.....	ix
2.4 Modification.....	ix
2.5 Force Majeure.....	ix
2.5.1 Definition.....	ix
2.5.2 No Breach of Contract.....	ix
2.5.3 Extension of Time.....	x
2.5.4 Payments.....	x
2.6 Termination.....	x
2.6.1 By the Client.....	x
2.6.2 By the Consultant.....	xi
2.6.3 Payment upon Termination.....	xi
3. Obligations of the Consultant.....	xii
3.1 General.....	xii
3.2 Conflict of Interests.....	xiii
3.2.1 Consultant Not to Benefit from Commissions, Discounts, etc.....	xii-xiii
3.2.2 Consultant and Affiliates Not to Be Otherwise Interested in Project.....	xiii
3.2.3 Prohibition of Conflicting Activities.....	xiii
3.3 Confidentiality.....	xiii

3.4	Insurance to be Taken Out by the Consultant...	xiv
3.5	Consultant's Actions Requiring Client's Prior Approval.....	xv
3.6	Reporting Obligations.....	xv
3.7	Documents Prepared by the Consultant to Be the Property of the Client.....	xv
4	Consultant's Personnel.....	xv
4.1	Description of Personnel.....	xv
4.2	Removal and/or Replacement of Personnel.....	xv
5	Obligations of the Client.....	xvi
5.1	Assistance and Exemptions.....	xvi
5.2	Change in the Applicable Law.....	xvi
5.3	Services and Facilities.....	xvi
6	Payments to the Consultant.....	xvi
6.1	Lump-Sum Remuneration.....	xvi
6.2	Contract Price.....	xvii
6.3	Payment for Additional Services.....	xvii
6.4	Terms and Conditions of Payment.....	xvii
6.5	Interest on Delayed Payments.....	xvii
7	Settlement of Disputes.....	xvii
7.1	Amicable Settlement.....	xvii
7.2	Dispute Settlement.....	xviii
III	Special Conditions of Contract.....	xix
IV	Appendices.....	xxi
	Appendix A – Description of the Services.....	xxi
	Appendix B – Reporting Requirements.....	xxi
	Appendix C – Key Personnel and Sub-consultants.....	xxi
	Appendix D – Breakdown of Contract Price in Foreign Currency.....	xxi
	Appendix E – Breakdown of Contract Price in Local Currency.....	xxi
	Appendix F – Services and Facilities Provided by the Client.....	xxii

I. FORM OF CONTRACT

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

_____ [name of consultant] of [or whose registered office is situated at] _____ [location of office] (hereinafter called the "Consultant") of the other part.

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Consultant, having presented to the Client that he has the required professional skills and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices: [**Note:** *If any of these Appendices are not used, they should be deleted from the list*]
 - Appendix A: Description of the Services
 - Appendix B: Reporting Requirements
 - Appendix C: Key Personnel and Sub consultants
 - Appendix D: Breakdown of Contract Price in Foreign Currency
 - Appendix E: Breakdown of Contract Price in Local Currency
 - Appendix F: Services and Facilities Provided by the Client

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:
- (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

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

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

[title] _____

[signature] _____

[date] _____

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

[full name of Consultant's authorized representative] _____

[title] _____

[signature] _____

[date] _____

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Contract Price" means the price to be paid for the performance of the Services in accordance with Clause 6 here below;
- (d) "Foreign Currency" means any currency other than the Kenya Shilling;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of the Republic of Kenya;
- (g) "Local Currency" means the Kenya Shilling;
- (h) "Member", in case the Consultant consists of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract;
- (i) "Party" means the Client or the Consultant, as the case may be and "Parties" means both of them;
- (j) "Personnel" means persons hired by the Consultant or by any Sub consultant as employees and assigned to the performance of the Services or any part thereof;
- (k) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (l) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and
- (m) "Sub consultant" means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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

2.5 Force Majeure

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

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

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

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

2.6 Termination

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

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

(b) if the Consultant becomes insolvent or bankrupt;

- (c) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Consultant, in the judgement of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;

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

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

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

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

- (a) if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within sixty (60) days after receiving written notice from the Consultant that such payment is overdue; or
- (b) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

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

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

- (b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable costs incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

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

3.2 Conflict of Interests

- 3.2.1 Consultant Not to Benefit from Commissions, Discounts, Etc.**
- (i) The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and the Consultant shall not accept for his own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.
 - (ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.
 - (iii) Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any applicable procurement guidelines and shall

at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of the Client.

- 3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and his affiliates, as well as any sub-consultant and any of his affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
- 3.2.3 Prohibition of Conflicting Activities** Neither the Consultant nor his sub-consultant[s] nor their personnel shall engage, either directly or indirectly in any of the following activities:
- (a) during the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract; or
 - (b) after the termination of this Contract, such other activities as may be specified in the SC.
- 3.3 Confidentiality** The Consultant, his sub-consultant[s] and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 3.4 Insurance to be Taken Out by the Consultant** The Consultant (a) shall take out and maintain and shall cause any sub-consultant[s] to take out and maintain, at his (or the sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5 Consultant's Actions Requiring Client's Prior Approval** The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions;

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the personnel not listed by name in Appendix C (“Key Personnel and Sub-consultants”).

3.6 Reporting Obligations The Consultants shall submit to the Client the reports and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents prepared by the Consultant to Be the Property of the Client All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of the Client and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

4 CONSULTANT’S PERSONNEL

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

4.2 Removal and/or Replacement Of Personnel (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client’s written request

specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.

- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

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

5.2 Change in the Applicable Law

If after the date of this Contract, there is any change in the Laws of Kenya with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Consultant, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties and corresponding adjustments shall be made to the amounts referred to in Clause 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

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

6. PAYMENTS TO THE CONSULTANT

6.1 Lump-Sum Remuneration

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Sub-consultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price

- (a) The price payable in foreign currency is set forth in the Special Conditions.
- (b) The price payable in local currency is set forth in the Special Conditions.

- 6.3 Payment for Additional Services** For the purposes of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.4 Terms and Conditions of Payment** Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of a bank guarantee for the same amount and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met and the Consultant has submitted an invoice to the Client specifying the amount due.
- 6.5 Interest on Delayed Payment** Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending .

7. SETTLEMENT OF DISPUTES

- 7.1 Amicable Settlement** The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 7.2 Dispute Settlement** Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred by either Party to the arbitration and final decision of a person to be agreed between the Parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.

III. SPECIAL CONDITIONS OF CONTRACT

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

1.1 (i) The Member in Charge is _____ [name of Member]

1.4 The addresses are:

Client: _____
Attention: _____
Telephone: _____
Telex; _____
Facsimile: _____

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

1.6 The Authorized Representatives are:

For the Client: _____

For the Consultant: _____

2.1 The date on which this Contract shall come into effect is (_____) [date].

Note: The date may be specified by reference to conditions of effectiveness of the Contract, such as receipt by Consultants of advance payment and by Client of bank guarantee

2.2 The date for the commencement of Services is _____ [date]

2.3 The period shall be _____ [length of time].

Note: Fill in the period, eg, twenty-four (24) months or such other period as the Parties may agree in writing.

3.4 The risks and coverage shall be:

(i) Professional Liability _____

(ii) Loss of or damage to equipment and property _____

6.2(a) The amount in foreign currency or currencies is _____
[Insert amount].

6.2(b) The amount in local Currency is _____ [Insert amount]

6.4 Payments shall be made according to the following schedule:

6.5

- a) Fifteen (15) percent of the Contract Price shall be paid when the survey and preliminary design stage is completed.
- b) Twenty (20) percent of the fee shall be paid when the final design stage is completed.
- c) Ten (10) percent of the fee shall be paid upon completion of working drawings with detailed specifications.
- d) Twenty-five (20) percent of the fee shall be paid upon completion of all details of components, working and production drawings, bills of quantities and other contract documents.
- e) Thirty (30) percent of the fee shall be paid on installments basis during the supervision of the refurbishment of County house and Imani house per given outputs/stages as mutually agreed between the parties in writing and as certified by the Project Manager and the Inspection and acceptance Committee.
- f) Retention fees of (5) to be paid after the final certificate of project completion has been signed.
- g) Reimbursable expense claims shall be submitted together with the fee claim for the stage during which the expenses are incurred

IV. Appendices to the Contract

APPENDIX A – DESCRIPTION OF THE SERVICES

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

APPENDIX B – REPORTING REQUIREMENTS

List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

APPENDIX C– KEY PERSONNEL AND SUBCONSULTANTS

List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Personnel and staff-months for each.

C-2 List of approved Sub consultants (if already available); same information with respect to their Personnel as in C-1.

APPENDIX D – BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

List here the elements of cost used to arrive at the breakdown of the lump-sum price – foreign currency portion:

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX E – BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

List here the elements of cost used to arrive at the breakdown of the lump-sum price – local currency portion.

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX F – SERVICES AND FACILITIES PROVIDED BY THE CLIENT

APPENDIX G-LETTER OF OFFER FROM PARLIAMENTARY SERVICE COMMISSION

APPENDIX H-LETTER OF ACCEPTANCE FROM THE SUCCESSFUL CONSULTANCY FIRM

APPENDIX I-PERFORMANCE SECURITY BOND FROM A RECOGNIZED BANK IN KENYA OR INSURANCE COMPANY APPROVED BY PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA).

APPENDIX J-TECHNICAL AND FINANCIAL PROPOSALS BY THE SUCCESSFUL FIRM

APPENDIX K-MINUTES OF THE NEGOTIATION MEETING BETWEEN THE PARTIES

ANNEX A: MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE

(Must be filled by all applicants or Tenderers' who choose to participate in this tender and enclosed in the technical proposal submission envelope)

Name of Applicant (S)

You are requested to give the particulars in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. Part 2 (d) to part 2(i) must be filled. You are advised that giving wrong or false information on this Form will lead to automatic disqualification/termination of your business proposal at your cost.

Part 1 – General

Business Name:.....Certificate of Incorporation / Registration No.Location of business premises:

CountryPhysical address
TownBuilding.....
Floor.....Plot No.
Street / RoadPostal Address
Postal / Country Code.....Telephone No's.....
Fax No's.E-mail address
Website
Contact Person (*Full Names*)Direct / Mobile No's.....

Title Power of Attorney (**Yes / No**)

If **Yes**, attach written document.

Nature of Business (*Indicate whether manufacturer, distributor, etc*)
.....

(Applicable to Local suppliers only)

Local Authority Trading License No. Expiry Date
Value Added Tax No.....

Value of the largest single assignment you have undertaken to date (**US\$/Kshs.**)
.....

Was this successfully undertaken? **Yes / No**.(If **Yes**, attach reference)

Name (s) of your banker s).....

Branches Tel No's.

Part 2 (a) – Sole Proprietor

Full names

Nationality..... Country of Origin.....

Company Profile

Part 2 (b) – Partnerships

Give details of partners as follows:

<u>Full Names</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>
1.....
2.....
3.....
4.....

Company Profile

Part 2 (c) – Registered Company

Private or public

Company Profile(Attach brochures or annual reports in case of public companies)

State the nominal and issued capital of the Company

Nominal KShs

Issued KShs

List of top ten (10) shareholders and distribution of shareholding in the company.

Give details of all directors as follows:-

<u>Full Names</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>
1.....
2.....
3.....
4.....

Part 2 (d) – Debarment

I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent or corrupt acts with regard to this or any other tender by the Commission and any other public or private institutions.

Full Names

Signature.....

Dated thisday of2016.

In the capacity of

Duly authorized to sign Tender for and on behalf of

Part 2 (e) – Criminal Offence

I/We, (Name (s) of Director (s)):-

a).....

b).....

c).....

have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into

a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.

Signed

For and on behalf of.....

In the capacity of

Dated thisday of2016

Suppliers' / Company's Official Rubber Stamp.....

Part 2 (f) – Conflict of Interest

I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:

a)

b)

c)

d)

For and on behalf of M/s

In the capacity of

Dated thisday of2016

Suppliers' / Company's Official Rubber Stamp

.....

Part 2 (g) – Interest in the Firm:

Is there any person/persons in the PSC or any other public institution who has interest in the Firm? Yes/No (Delete as necessary) Institution

.....

.....
(Title) **(Signature)** **(Date)**

Part 2(h) – Experience

Please list here below similar projects accomplished or companies / clients you have provided with similar services in the last two (2) years.

<u>Company Name</u>	<u>Country</u>	<u>Contract/ Order No.</u>	<u>Value</u>
1.....
2.....
3.....
4.....
5.....

Contact person (Full Names).....

E-mail address.....

Cellphone no

Part 2(i) – Declaration

I / We, the undersigned state and declare that the above information is correct and that I / We give the PSC authority to seek any other references concerning my / our company from whatever sources deemed relevant, e.g. Office of the Registrar of Companies, Bankers, etc.

Full names.....

Signature.....

For and on behalf of M/s

In the capacity of

Dated thisday of2016.

Suppliers' / Company's Official Rubber Stamp

.....

ANNEX B: FORMAT OF TENDER SECURITY INSTRUMENT

Whereas [Name of the tenderer] (hereinafter called "the tenderer") has submitted its tender dated [Date of submission of tender] for the [Name and/or description of the tender] (hereinafter called "the Tender")

know all people by these presents that WE [Name of Insurance Company] having our registered office at (hereinafter called "the Guarantor"), are bound unto PARLIAMENTARY SERVICE COMMISSION (hereinafter called "the Procuring Entity") in the sum of KSHS. for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Guarantor this ____ day of _____ 20 __.

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers, Or
2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, 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 Guarantor not later than the said date.

[Date]

[Signature of the Guarantor]

[Witness]

[Seal]

ANNEX C: PERFORMANCE BANK OR INSURANCE GUARANTEE [UNCONDITIONAL]

[The **Bank or Insurance Company/successful Tenderer** providing the Guarantee shall fill in this form in accordance with the instructions indicated in brackets, if the Procuring Entity requires this type of security.]

[insert bank's or insurance company's name, and address of issuing branch or office]

Beneficiary: *[insert name and address of Procuring Entity]*

Date: *[insert date]*

PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]*

We have been informed that *[insert name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. *[insert reference number of the Contract]* dated with you, for the execution of *[insert name of Contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Contractor, we *[insert name of Bank or Insurance Company]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change, addition or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any change, addition, or modification.

This guarantee shall expire not later than thirty days from the date of issuance of the Taking-Over Certificate.

[signature(s) of an authorized representative(s) of the Bank or Insurance Company]

ANNEX D: LETTER OF NOTIFICATION OF AWARD

(In client's letterhead)

Address of Procuring Entity

To: _____

RE: TENDER NO. PSC/018/2016-2017 FOR - PROVISION OF CONSULTANCY SERVICES FOR PRELIMINARY, DETAILED DESIGNS, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF RENOVATIONS AND REFURBISHMENT OF COUNTY HOUSE

Thank you for participating in the above mentioned request for proposals.

Following conclusion of the Evaluation exercise and consideration of all the proposals submitted by the shortlisted firms, we are pleased to inform/notify you that your firm's proposal to provide (*name of the consultancy services*) at a total consultancy fee of (*amount in words and figures*) only is hereby accepted.

The Contract is under preparation and you will be invited for the signing after fourteen (14) days (in the absence of administrative review being lodged with PPARB) have elapsed from the date of this letter and upon successful negotiation and submission of an acceptable letter of offer and performance bond.

The (*name /designation of the proposed Client's Project Co-Ordinator*) is hereby appointed the Project Co-ordinator for this assignment for the purpose of facilitating the interactions between the Client's Project team and Consultants.

Please acknowledge receipt of this letter and acceptance of the offer within seven (7) days from the date of this letter and contact the Project Co-ordinator on any other matter pertaining to this assignment.

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

ANNEX E: FORM RB 1

**REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) ofdated the...day of20.....in the matter of Tender No.....of20...

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of20.....

SIGNED

Board Secretary