

REPUBLIC OF KENYA



PARLIAMENT OF KENYA

PARLIAMENTARY SERVICE COMMISSION (PSC)

PARLIAMENT BUILDINGS, PARLIAMENT ROAD

P.O. BOX 41842 00100, Nairobi

Tel: +254 020 2221291

Email: DG@parliament.go.ke

Website: www.parliament.go.ke

REQUEST FOR PROPOSAL (RFP) DOCUMENT

RFP NO. PJS/RFP/001/2019-2020

FOR

CONSULTANCY SERVICES FOR PREPARATION OF A MASTER PLAN,
PRELIMINARY AND DETAILED DESIGN, TENDER DOCUMENTS AND
CONSTRUCTION SUPERVISION OF THE PROPOSED CENTRE FOR
PARLIAMENTARY STUDIES AND TRAINING
ON LR NO. 28172

PROPOSAL SUBMISSION DEADLINE:

WEDNESDAY, MARCH 11TH 2020, AT 11.00 AM

TABLE OF CONTENTS

	Page
SECTION I Letter of Invitation	3
SECTION II Information to consultants.....	6
Appendix to information to Consultants.....	16
SECTION III Technical Proposal	24
SECTION IV Financial Proposal	35
SECTION V Terms of Reference	43
SECTION VI Standard Forms of Contract	66
ANNEXES:	
Annex A: Mandatory Confidential Questionnaire	85
Annex B. Tender Security format	87
Annex C. Sample letter of offer	89
Annex D: PPRAB Administrative Review Form	90

SECTION I - LETTER OF INVITATION

Date: 10th February, 2020

Consultancy Firm's Name.....

Address.....

.....

RE: RFP NO. PJS/RFP/001/2019-2020 FOR OF CONSULTANCY SERVICES FOR PREPARATION OF A MASTER PLAN, PRELIMINARY AND DETAILED DESIGN, TENDER DOCUMENTS AND CONSTRUCTION SUPERVISION OF THE PROPOSED CENTRE FOR PARLIAMENTARY STUDIES AND TRAINING ON LR NO. 28172

The Parliamentary Service Commission invites proposals from eligible candidates for the provision of Consultancy Services for Preparation of a Master Plan, Preliminary and Detailed Design, Tender Documents and Construction Supervision of the Proposed Centre for Parliamentary Studies and Training on LR No. 28172.

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 Interested eligible candidates may obtain further information from the **Procurement Office on 2nd Floor, Protection House, Nairobi** or email through procurementpjs@parliament.go.ke. A complete set of the RFP document may be downloaded free of charge from the **Commission's Website; www.parliament.go.ke** or IFMIS Portal; www.supplier.treasury.go.ke.

1.3 There shall be a **pre-proposal conference** on **19th February 2020** from **11.00am at the site along Langata South Road**, opposite **Tangaza University College, Nairobi**.

1.4 The Consultant will be selected under **Quality and Cost Based Selection (QCBS)** and procedures described in the RFP, in accordance with the Public Procurement and Asset Disposal Act, 2015 and Regulations.

1.5 Duly completed proposal and serialized documents (original and two copies) are to be enclosed in plain sealed envelopes, marked with the **tender number, name** and as prescribed under the Request for Proposal document and be dropped in the Tender Box at the **Reception on 2nd Floor, Protection House, Nairobi** or be addressed to:

**The Director General,
Parliamentary Joint Services,
Parliamentary Service Commission,
Parliament Buildings,
P.O. Box 41842 00100,
NAIROBI, KENYA.**

so as to be received on or before **11th March 2020 at 11.00am.**

- 1.6 Late bids, portions of bids, electronic bids, bids not opened and read out in public at the bid opening ceremony shall not be accepted for evaluation irrespective of circumstances.
- 1.7 Proposals must be accompanied by a tender Security of **Kshs.2,000,000.00** valid for **150 days** from the date of proposal opening, in form of a bank guarantee from a reputable bank recognized by the Central Bank of Kenya payable to the Parliamentary Service Commission.
- 1.8 Proposals will be opened immediately thereafter in the presence of the Candidates who choose to attend or their appointed representatives, at **Protection House, 2nd floor boardroom, Nairobi.**
- 1.9 Prices quoted should be inclusive of all taxes and delivery costs, and must be in Kenya Shillings and shall remain valid for **120 days** from the closing date of the tender.
- 1.10 Canvassing or lobbying for the tender shall lead to automatic disqualification.

**DIRECTOR GENERAL, PARLIAMENTARY JOINT SERVICES,
PARLIAMENTARY SERVICE COMMISSION**

SECTION II – INFORMATION TO CONSULTANTS (ITC)

Table of Contents

	Page
2.1 Introduction	6
2.2 Clarification and amendment of RFP document	7
2.3 Preparation of Technical Proposal	7
2.4 Financial proposal	8
2.5 Submission, Receipt and opening of proposals	9
2.6 Proposal evaluation general	10
2.7 Evaluation of Technical proposal	10
2.8 Public opening and Evaluation of financial proposal	11
2.9 Negotiations	12
2.10 Award of Contract	13
2.11 Confidentiality	13
2.12 Corrupt or fraudulent practices	13

SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

- 2.1.1 The Client named the Appendix to "ITC" will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix "ITC" for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain 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. 5,000/=

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

2.2 Clarification and Amendment of RFP Documents

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

	Points
(i) Specific experience of the consultant related to the assignment	(10)
(ii) Adequacy of the proposed work plan and methodology in responding to the terms of reference	(40)
(iii) Qualifications and competence of the key staff for the assignment	(40)
(iv) Suitability to the transfer of Technology Program (Training)	<u>(10)</u>
Total Points	<u>100</u>

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 (S_f) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows: -
 $S_f = 100 \times \frac{F_m}{F}$ where S_f is the financial score; F_m is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T =the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + P = 1$) indicated in the Appendix. The combined technical and financial score, S , is calculated as follows:- $S = S_t \times T \% + S_f \times P \%$. The firm achieving

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

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

2.9 Negotiations

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

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

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

2.10 Award of Contract

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

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

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

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

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

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

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

2.11 Confidentiality

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

2.12 Corrupt or fraudulent practices

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

Appendix to information to consultants

Note on the Appendix to Information to Consultants

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

Appendix to Information to Consultants

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

Clause Reference

Information to Consultants Clause Reference	Particulars of Appendix to Information to Consultants
2.1 The name of the Client is	PARLIAMENTARY SERVICE COMMISSION
2.1.1 The method of selection is:	QUALITY AND COST BASED SELECTION
2.1.2 Technical and Financial Proposals are requested:	Yes
The name, objectives, and description of the assignment are:	<p>CONSULTANCY SERVICES FOR PREPARATION OF A MASTER PLAN, PRELIMINARY AND DETAILED DESIGN, TENDER DOCUMENTS AND CONSTRUCTION SUPERVISION OF THE PROPOSED CENTRE FOR PARLIAMENTARY STUDIES AND TRAINING ON LR NO. 28172</p> <p>The main objective of this consultancy will be to Prepare a master plan, preliminary and detailed design (of the administration block, conference and accommodation facilities and sports complex or as the client may require) tender documents and supervision services for the construction of the CPST Training facility.</p> <p>The Scope of service will comprise the following:</p> <ul style="list-style-type: none"> a) Architectural Services b) Interior Design Services and Environmental Design Services c) Civil and Structural Engineering Services d) Landscape Design Services, e) Quantity Surveying Services, f) Mechanical Engineering Services g) Electrical Engineering Services h) Environmental Management Expert Services, i) Green Building Services
2.1.3 A pre-proposal conference will be	Yes. a pre- proposal conference on 19th February 2020 from 11.00am at the site along Langata South Road , opposite

held	Tangaza University College, Nairobi
2.1.3.1 The name(s), address(es) and telephone numbers of the Client's official(s) are:	Director General, Parliamentary Joint Services, Parliamentary Service Commission, P. O. Box 41842 – 00100, Nairobi, Kenya Telephone numbers; +254 020 2221291 Email address; procurementpjs@parliament.go.ke
2.1.4 The Client will provide the following inputs:	<ul style="list-style-type: none"> ❖ 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. ❖ A counterpart project team and necessary documents. ❖ Any other input as may be agreed during the Negotiation Meeting and in writing.
2.1.7 Tender Document Price	Not Applicable – Candidates to download the documents from the Parliament website www.parliament.go.ke
2.2.1 Clarification and amendment of RFP	Consultants may request a clarification of any of the requirement of RFP Document only up to 7 days before the proposal submission date
2.3.3 (ii) The estimated number of professional staff months Required for the assignment is:	<p>a) Twelve (12) months for the preparation of the masterplan, Preliminary and Detailed Design and preparation of Tender Documents (preparation of bills of quantities) services,</p> <p>b) Thirty-six (36) months for the tendering & supervision of the implementation process.</p>
(iii) The minimum required experience of proposed professional staff is	The minimum required experience of proposed professional staff is: As per the Terms of Reference
(vii) Training is a specific component of this assignment:	YES
(v) Additional information in the Technical Proposal includes:	<p>a) The bidder shall submit a technical proposal that must give the names and CVs of one (1) lead project manager and two (2) other assistants from diverse backgrounds and as specified in the Terms of Reference.</p> <p>b) The proposals shall be evaluated as per the criteria and stages specified under this Appendix to Information to Consultants.</p>
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 Tender Validity	The proposal must remain valid for 120 days from the closing date of the proposals
2.5.2 The number of copies to be submitted:	One (1) Original and Two (2) Copies of the proposals, and the technical proposal in a CD.
2.5.3 Information on the outer Envelope	a). The envelope shall contain the address and name of the bidder to enable it to be returned unopened in case it is received/declared late. The envelope shall be placed in an outer sealed envelope or package. b). Name of the consultancy and the request for proposal number
2.5.4 The proposal submission address is:	The outer envelope/package shall bear the tender number and description and shall be addressed: Director General, Parliamentary Joint Services, Parliamentary Service Commission, P. O. Box 41842 – 00100, Nairobi, Kenya Telephone numbers; +254 020 2221291 Email address; procurementpjs@parliament.go.ke Completed proposals shall be placed in Tender Box located at the Protection House, 2 nd Floor, Parliament Road, Nairobi, before 1100 am on 11th March 2020.
2.7.1 Evaluation of Technical proposal	The proposal prepared by the candidates shall comprise of a Technical proposal and a financial proposal sealed in two separate envelopes clearly marked "Technical proposal and "Financial proposal". Technical proposal SHALL NOT CONTAIN indication of the tender price or any other financial information of the bid. The two sealed envelopes shall then be sealed in an outer envelope bearing the tender number and name and a statement ' DO NOT OPEN BEFORE 1100AM ON 11th March 2020, 2020 ' Only proposals that are responsive to the mandatory requirements and have attained the pass mark of 80% in the technical evaluation shall have their financial proposals opened. The technical proposal shall contain NO indication of the tender price or other financial information of the bid and: - i. Shall have a table of contents page clearly indicating Sections and Page Numbers (Mandatory).

- ii. Shall have pages in the whole document numbered in the correct sequence including all appendixes and attachments. Bidders must provide a statement of how many pages their proposal has **(Mandatory)**.
- iii. Shall be firmly bound and should not have any loose pages. Spiral binding and files (spring and box) are not acceptable **(Mandatory)**.
- iv. Shall be submitted in **one** original and **two** copies of the original. This shall apply to the technical and financial bids. **(Mandatory)**.

Note: Non-compliance with any MANDATORY requirement will automatically result in disqualification.

The **Technical proposal** shall contain the following documents; clearly marked and arranged in the following order;

- i. Particulars of Tendering Company to include:
 - a) Company background.
 - b) Postal and physical address of the business.
 - c) Email address.
 - d) Certificate of Registration/Incorporation **(Mandatory)**.
 - e) Valid/Current Tax Compliance Certificate from relevant Authorities where the business operations of tenderer are domiciled **(Mandatory)**.
 - f) CR12 Letter from Registrar of Companies or equivalent to show names of Directors of the tendering company (in case of a company), Name of Proprietor (for Sole Proprietor and Business Name) and Names of Partners (for Partnerships) – as applicable **(Mandatory)**.
 - g) National Identity for Directors/owners of the company **(Mandatory)**.
- ii. Duly filled, signed and stamped Tender Security Form **(Mandatory)**.
- iii. Duly filled, signed and stamped Confidential Business Questionnaire **(Mandatory)**.
- iv. Duly filled, signed and stamped Declaration Form **(Mandatory)**.
- v. Duly filled, signed and stamped Anti-Corruption Declaration Commitment/ Pledge **(Mandatory)**.

	<p>vi. Bidders must confirm in writing that all documents provided in support of their bids are authentic and not forged, will be confirmed as the truth if verified (Mandatory).</p> <p>vii. Provide Valid copy of Registration certificate from relevant professional bodies (Mandatory).</p> <p>viii. Copies of certified Audited Financial Accounts for the last three (3) years (2016, 2017 and 2018). The Audited Accounts must be prepared by certified accountant(s) (Mandatory).</p> <p>ix. Professional indemnity covers with combined minimum cover limit of KES 100 million (aggregate) for the consortium/ firm (Mandatory).</p> <p>Evaluation Criteria – see table below</p> <p><i>Only proposals which meet a minimum score of 80% of the Technical Evaluation Criteria shall qualify for the next stage of evaluation.</i></p> <p><u>Due Diligence</u></p> <p>In determining satisfaction as to the information submitted by the candidate who has been recommended for tender award, the Procuring Entity may conduct due diligence to the bidder's premises and reference sites of previous assignments so as to establish whether the information provided in the technical submission is accurate (post-qualification).</p>
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 Minimum Score	<p>a). The weight for the technical (T) and financial (F) proposal shall be T=0.8 F=0.2</p> <p>b). Pass mark for technical score is 80%</p> <p>c). The firm's proposal that scores the highest combined technical and financial score shall be awarded the Contract.</p>
2.8.8 Contract Price Variation	The quantities may be varied but total cumulative variation shall not exceed 25% (15% works and 10 % service in value subject to approval by the Contract Implementation Team. Information to be submitted to support price variations are supporting documentation in form of monthly inflation report by Central Bank of Kenya and Consumer Price Index by the Kenya National Bureau of Statistics.
2.10 Award of	a). The Contract shall be awarded to the lowest evaluated

Contract	bidder and may be subject to negotiations. b). The performance security of 5% of the contract price from an established bank recognized by the Central Bank of Kenya shall be provided before signing of the contract.
2.10.2 The assignment is expected to commence on	Within fourteen (14) days after execution of the contract between the parties.
2.10.3 Review of Procurement Decisions	The address for submitting appeals to Administrative Review Board: The Secretary, Public Procurement Administrative Review Board, 10th Floor, National Bank building, P.O. Box 58583-00200, NAIROBI, Kenya. Tel: +254 (0) 20 3244000, Email: info@ppra.go.ke , Website: www.ppra.go.ke

2.10.6 MANDATORY 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) Duly authorized and stamped Curriculum Vitae (CVs) of proposed personnel for the assignment.
- b) Submission of the Power of Attorney and if applicable, a joint venture/consortium agreement.
- c) Shall have a table of contents page clearly indicating Sections and Page numbers.
- d) Shall have pages in the whole document numbered in the correct sequence including all appendixes and attachments. Bidders must provide a statement of how many pages their proposal has
- e) Shall be firmly bound and should not have any loose pages. Spiral binding and files (spring and box) are not acceptable.
- f) Shall be submitted in **one** original and **two** copies of the original. This shall apply to the technical and financial bids.
- g) The Technical proposal shall contain the following documents; clearly marked and arranged in the following order;
- h) Particulars of Tendering Company to include:
 1. Company background.
 2. Postal and physical address of the business.
 3. Email address.
 4. Certificate of Registration/Incorporation.
 5. Valid/Current Tax Compliance Certificate from relevant Authorities where the business operations of tenderer are domiciled.
 6. CR12 Letter from Registrar of Companies or equivalent to show names of Directors of the tendering company (in case of a company), Name

of Proprietor (for Sole Proprietor and Business Name) and Names of Partners (for Partnerships) – as applicable.

7. National Identity for Directors/owners of the company.

- i) Duly filled, signed and stamped Tender Security Form.
- j) Duly filled, signed and stamped Confidential Business Questionnaire.
- k) Duly filled, signed and stamped Declaration Form.
- l) Duly filled, signed and stamped Anti-Corruption Declaration Commitment/ Pledge.
- m) Bidders must confirm in writing that all documents provided in support of their bids are authentic and not forged, will be confirmed as the truth if verified.
- n) Provide Valid copy of Registration certificate from relevant professional bodies.
- o) Copies of certified Audited Financial Accounts for the last three (3) years (2016, 2017 and 2018). The Audited Accounts must be prepared by certified accountant(s).
- p) Professional indemnity covers with combined minimum cover limit of KES 100 million (aggregate) for the consortium/ firm.
- q) Prepare and submit a prototype model of the proposed facilities showing locations as given on the masterplan (buildings, pavements, field, car parks, street lights etc).

Note: Noncompliance with any MANDATORY requirement will automatically result in disqualification.

EVALUATION STAGES

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

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

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

- The proposals that fulfill all the preliminary requirements under Stage 1 above shall be evaluated and allocated scores as per the Evaluation Criteria indicated under Clause 2.7.
- Only the technical proposals that score 80% 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 80% and above shall be evaluated for responsiveness.
- The financial proposals of firms that score below 80% shall remain sealed and unopened and will be returned to the bidders after the conclusion of the procurement process.

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

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

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

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	26
2. Firms references	27
3. Comments and suggestions of consultants on the Terms of reference and on data, services and facilities to be provided by the procuring entity	28
4. Description of the methodology and work plan for performing the assignment	29
5. Team composition and Task assignments	30
6. Format of curriculum vitae (CV) for proposed Professional staff	31
7. Time schedule for professional personnel	33
8. Activity (work schedule)	34

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):	Completion Date (Month/Year):
Name of Associated Consultants. If any:	Approx. Value of Services (Kshs)
	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 authorised representative of the firm]

Full name of staff member:

Full name of authorized representative:

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

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

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 down to be clearly understood by the procuring entity.
- 4.2 The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.
- 4.3 The financial proposal should be prepared using the Standard forms provided in this part
- 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	37
2. Summary of costs	38
3. Breakdown of price/per activity	39
4. Breakdown of remuneration per activity	40
5. Reimbursable per activity	41
6. Miscellaneous expenses	42

1. FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

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

We remain,

Yours sincerely,

_____ [Authorized Signature]

:

_____ [Name and Title of Signatory]:

_____ [Name of Firm]

_____ [Address]

2. SUMMARY OF COSTS

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

3. BREAKDOWN OF PRICE PER ACTIVITY

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

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____		Name: _____		
Names	Position	Input (Staff months, days or hours 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

CONSULTANCY SERVICES FOR THE PREPARATION OF MASTER PLAN, PRELIMINARY AND DETAILED DESIGNS, TENDER DOCUMENTS AND CONSTRUCTION SUPERVISION OF THE PROPOSED CENTRE FOR PARLIAMENTARY STUDIES AND TRAINING FOR THE PARLIAMENTARY SERVICE COMMISSION

5.1 GENERAL PROVISIONS

5.1.1 Introduction

These terms of reference (TOR) refers to the provision of Consultancy Services for the **Preparation of Master plan, Preliminary and Detailed designs, Tender Documents and Construction Supervision of the Proposed Centre for Parliamentary Studies and Training for the Parliamentary Service Commission.** These terms of reference set out the function, duties, responsibilities, qualifications and reporting relations of the consulting firm that will be responsible for the preparation of a Master plan, Preliminary and Detailed designs, Tender Documents and Construction Supervision of the Proposed Centre for Parliamentary Studies and Training for the Parliamentary Service Commission. The Consultancy shall be funded by the Government of Kenya through the Parliamentary Service Commission. The objective of the terms of reference is to provide the criteria for procuring Consultancy Services for the preparation of a Master plan (planning) and Preliminary Design of elements of the centre to enable planning of the available land, detailed design and construction supervision of the works.

5.1.2 DEFINITIONS

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

- **PSC** Refers to the Parliamentary Service Commission and its Management.
- **Construction Management** is the management of the physical construction process within the built environment and includes the coordination, administration, and management of resources. The Consultant is the one point of responsibility in this regard.
- **Construction Project Management** is the management of projects within the built environment from conception to completion, including management of related professional services. The Consultant is the one point of responsibility in this regard.
- **Project** means the total development envisaged by the PSC, including design, tender documentation, tender process and construction supervision and the construction.
- **Works** means all work executed or intended to be executed in accordance with the construction contracts.

- **The Client Representative** means the person or entity appointed by the PSC and who has full authority and obligation to act in terms of the construction contracts.
- **Lead Consultant** means the person or entity appointed by the PSC to manage and administer the services of all other consultants.
- **Quantity Surveyor** means the person or entity appointed by the PSC to establish and agree all budgets, and implement and manage the necessary cost control on the project.
- **Contractor** means any person or legal entity entering into contract with the client for the execution of the **works** or part thereof
- **Nominated Subcontractors** are specialist and other subcontractor executing work or supplying and fixing any goods who may be nominated by the Client.
- **Domestic Subcontractors** are specialist and other subcontractor executing work or supplying and fixing any goods and who are selected by the contractor in consultation with the Principal Consultant.
- **Suppliers** mean a person or entity appointed by the client to supply goods and products for incorporating into the project.
- **Construction/Contract Program** is the program for the works indicating in logic sequence and duration of all activities to be completed by the contractors, subcontractors, and suppliers in appropriate detail for the monitoring of progress on the works.
- **Procurement Program** is the program indicating the timeous purchasing requirements for the project, including but not limited to the services of consultants, contractors, subcontractors, and suppliers required for the execution of the execution of the project program.
- **Public** means any person or group of persons who is, or whose environment is, either directly or indirectly affected by any project and construction management activity, or by a product, outcome or influence of a project and construction management activity, which may impact on the health, safety and interest of such person or group of persons.
- **Substantially Practice** means regularly and consistently carries out project and construction management work identified in section 4 of this document, and charging professional fee for such work and accruing professional responsibility to a client or an employer for the performance of such functions.

5.1.2 BACKGROUND INFORMATION

The Parliamentary Service Commission is established under Article 127 of the Constitution of Kenya, 2010, with the mandate to provide services and facilities for Members and staff of Parliament to efficiently and effectively fulfill its constitutional mandate in its roles of representation, oversight and legislation.

In carrying out this mandate the Parliamentary Service Commission (PSC) identified the need for capacity building for Members and staff of Parliament and resolved to establish a Centre for Parliamentary Studies and Training (CPST). The Promulgation of the Constitution of Kenya 2010 established devolved units

with assemblies conducting legislative, oversight and representation roles similar to the National Parliament. This has created an increased demand for the services of the CPST. The Centre is the first of its kind within the region and therefore serves to build capacity for other regional Parliaments.

The PSC recently developed and is implementing its 3rd Strategic Plan, 2019-2030. Under this new Strategic Plan, the PSC identifies *Excellence in Service Delivery* as a key strategic pillar. The development of a modern training facility at CPST is envisaged under this strategic pillar. It is against this background that the PSC seeks to procure the services of a consultant or a consortium of consultants to prepare a Master plan, Preliminary and detailed designs, tender documents; and carry out construction supervision of the proposed modern training facility for the Centre for Parliamentary Studies and Training on its five-acre land in Karen.

5.1.4 OBJECTIVES OF THE ASSIGNMENT

The PSC has identified the need to carry out construction works of the centre/institute that will enhance the capacity of Honorable Members, staff of Parliament and others, by offering studying and training opportunities/ courses in a suitable environment. To achieve this objective, the PSC has acquired a piece of land, LR No. 28172 and now wishes to hire a consulting firm to prepare a master plan and preliminary designs of various facilities required for the fully developed centre and detailed architectural and engineering designs, specifications, bills of quantities, contract documents and carry out supervision of the construction of a perimeter fence for the proposed centre. The centre shall include offices, lecture theatres, kitchen, dining facilities, accommodation, sporting and re-creational facilities, et cetera. The consultancy firm will manage the tender process, supervise and co-ordinate the implementation of the perimeter fence.

5.2 SCOPE OF WORK

5.2.1 General

The development of the centre shall involve construction of offices, lecture theatres/Conference facilities, auditorium, commercial kitchen, dining areas and hostel facilities, sports complex including gymnasium, perimeter fence and other facilities as described below. Consequently, the consulting firm shall provide all the consulting services necessary to ensure the successful preparation of detailed designs, prepare and submit cost estimates at every stage of the design process for all the elements and carry out construction supervision of the works.

The following will be prepared:

- i. Architectural designs including interior design,
- ii. Quantity Surveying (including tender document and cost estimates),
- iii. Structural and Civil engineering designs,
- iv. Electrical and Mechanical Engineering designs.
- v. Environment Impact Assessment (EIA)

The proposed scope of services will also involve the following: -

- a) Assist in the application for change of user from residential to college including obtaining approvals from the National Environmental Management Authority.
- b) Preparation of the Master plan: the consultant shall prepare a Master plan of the available piece of land, LR No. 28172 which measures approximately five acres. The plot is rectangular in shape and nearly square. The consultant shall locate the desired facilities necessary for making the centre fully pledged within the plot. If the proposed facilities are spread within several buildings, appropriate covered walk ways shall be provided to link the buildings.
- Planning and preparation of designs for the following facilities: -
 - (a) Basement parking for approximately 300 vehicles and storage facilities in the administration, sports complex and conference office blocks;
 - (b) Use of one (1) acre to develop an administration block to house the following -
 - (i) An Executive self-contained Office for the Chairperson of the Parliamentary Service Commission complete with a boardroom, a waiting lounge, convenient rooms and a kitchenette;
 - (ii) An Executive self-contained Office and an Executive Boardroom for the Chairperson of the CPST Board;
 - (iii) Offices for the Executive Director, Directors, Heads of Department and staff of the CPST;
 - (iv) One (1) Auditorium with a sitting capacity of 500 participants and one (1) Multipurpose Hall that can be utilized for various functions including conferencing, with a sitting capacity of 300;
 - (v) A moot parliamentary debating Chamber to be used for training;
 - (vi) Ten (10) Conference rooms with a sitting capacity of between 100 and 150 participants each equipped in a way they can be converted into small conference rooms and syndicate rooms with a sitting capacity of between 30 to 40 participants. The conference rooms should also be suitable for use to conduct business of Parliamentary Committees such as public hearings, summons and report writing;
 - (vii) A library with a sitting capacity of 50 with the ability to support a computer laboratory as well as electronic databases and online research activities;
 - (viii) A simulation room with 50 computer workstations to support online research and electronic resources databases; and
 - (ix) A research hub with the capacity to accommodate 30 workstations for staff involved in management of training and research functions;
 - (c) That two (2) VIP lounges be used as holding rooms for visitors and VIPs.
 - (d) That two (2) acres of the land be utilized to construct the following:

- (i) Five-star accommodation facilities of approximately 60 Executive Rooms;
 - (ii) Two (2) apartments at the penthouse for VIPs with balconies at the corner for each apartment;
 - (iii) Fifty (50) suites for dignitaries such as Members of Parliament, Governors and County Assembly Speakers;
 - (iv) Basement parking for 100 cars for some of the participants accommodated at the CPST.
 - (v) A sports arena with a gym, sauna, Jacuzzi, aerobics room, salon, indoor games arena for squash, table tennis swimming pool and darts board.
 - (vi) A Club house for current and former Members which will have space for a dance hall, a podium and partitioning for meeting rooms with a Boardroom.
- (e) That two (2) acres of land be allocated for limited parking of about 100 for visitors and training participants. The remaining areas of the two (2) acres be well-manicured to provide a conducive environment for learning that can also be used for pitching tents and exhibition booths whenever there are events that require more space.
2. In developing the Master Plan, the Consultant shall take into consideration PSC Strategic Pillar number five (5) of the PSC Strategic Plan 2019-2030 on the *need to embrace a green compliant Parliament and ensure that -*
- (a) All buildings are eco-friendly and utilize natural light during the day;
 - (b) The building has an appropriate wastewater management system and the gardens be watered using recycled water; and
 - (c) The institution runs on solar energy with electricity from the national grid only being utilized to complement solar energy.

Besides providing designs for the buildings works, the consultant shall prepare designs and tender documents of various mechanical, electrical and civil engineering works necessary to make the buildings functional. The required mechanical, electrical and civil engineering works shall include but not limited to: -

- a. Electrical installations and power controls (lighting and power supply, distribution and street lighting),
- b. Fire-fighting, fire detection and suppression,
- c. Audio visual system for committee rooms/conference rooms, and centralized television aerial system,
- d. Data and voice (structured cabling network and Telephone),
- e. Time distribution and display system,
- f. Building management system,
- g. Solar water heating and lighting (hybrid grid tie solar lighting system),
- h. Plumbing, drainage, waste water treatment and garden irrigation system using recycled water,
- i. Solid waste management,
- j. Borehole development including treatment of borehole water,
- k. Rain water harvesting, treatment and distribution,

- l. Water supply from mains and distribution,
- m. Mechanical ventilation and air conditioning,
- n. Kitchen equipment for commercial kitchen and LPG Installation,
- o. Laundry and laundry equipment,
- p. Standby Generator and controls,
- q. Lifts and escalators,
- r. Access roads, car parks, surface rain water runoff and storm water drainage,
- s. Landscaping and gardens, and
- t. Integrated Security Management System (ISMS).

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: -

- Prepare a draft Master plan and submit to the client for review,
- Incorporate any comments that may arise and prepare and submit final Master plan,
- Prepare of 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 final for the phases scheduled authorized by the client,
- Incorporate any comments that may arise from the preliminary design and cost estimate submissions and discussions,
- Prepare detailed designs that will include working drawings, details, specifications, bill of quantities and Tender documents for procuring the construction of the training institute,
- Supervise construction of the Institute,
- 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 Project Manager for transmission 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 Parliamentary Service Commission. The consulting firm shall ensure the designs take into cognizance current and future needs of the Commission,
- Respond to any other needs arising from the construction works, and
- Carry out topographical site surveys and detailed site investigation to facilitate preparation of detailed designs,

- The consultant shall carry out an environmental impact assessment, submit the necessary reports and obtain approval of the National Environmental Management Authority.

5.2.2 Schedule of Duties

The duties of the consultant shall be in accordance with the duties outlined in the Conditions of Engagement and Scales of Fees for Professional Services for Building and civil Engineering Works 1987 Edition.

a. Architect

- i. 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.

- ii. 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

- iii. 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 programme, 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.

- iv. 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.
- v. 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
- vi. Defects Liability Period Stage
- Prepare schedule of defects,
 - Check final account
 - Issue certificate of making good defect and completion in collaboration with other consultants
- vii. 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 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 programme 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

5.3 PROCUREMENT OF WORKS CONTRACTORS

The consultancy firm shall participate 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 Public Procurement and Asset Disposal Act, 2015 and its attendant regulations.

5.4 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 Director General, Parliamentary Joint Services 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 Director General, Parliamentary Joint Service.

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 Director General, Parliamentary Joint Services 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 Director General, Joint Service for evaluation and payment.

5.5 OUTPUTS

5.5.1 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.

5.5. 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.

5. 5. 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 Director General, Parliamentary Joint Services.

5.5.4 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.

5.5.5 Information to be provided by PSC

The Parliamentary Service Commission 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 PSC shall liaise with other stakeholders to organize meetings that will facilitate the Consulting firm's work.

5.5.6 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) Structural and Civil engineering
- iv) Services (Electrical & Mechanical) engineers
- v) Interior Designers

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

The Consultant shall be expected to provide the full range of services required to carry out comprehensive planning, design, tender documentation and construction supervision. The consultant shall therefore factor into his proposal all

services that are necessary such as topographical surveys, site investigations, interior designs, environmental impact assessment that is necessary. The consultant shall also prepare and submit documents required for the approval of the designs by all the relevant authorities including the Nairobi County Government, National Construction Authority, National Environmental Management Authority, Water Resources Management Authority.

5.5.7 Key Staff

All key staff shall possess a minimum of eight(8) 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.
7. Interior Designer

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

5.5.8 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.

5.5.9 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 Parliamentary Service Commission, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitations.

5.5.10 Time frame

The complete design, documentation and implementation of the construction works shall commence as early as indicated in the appendix on the information to consultant, special conditions of contract 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.

5.5.11 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.

5.5.12 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 Parliamentary Service Commission.

5.5.13 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 I: EVALUATION CRITERIA MODEL

All the tenderers shall submit the mandatory information and documents as listed in clause 2.10.6; for ease of evaluation the above requirements will be based on the matrix below;

STAGE1: PRELIMINARY EVALUATION-MANDATORY REQUIREMENTS

NO.	Parameters/Requirements	Complied/not complied
1.	Submission of duly authorized and stamped Curriculum Vitae (CVs) of proposed personnel for the assignment.	
2.	Power of Attorney delegating authority to the signatory of the tender to commit the tenderer and in joint venture a party to the joint venture should be nominated to commit on behalf of the whole team.	
3.	Submission of a table of contents page clearly indicating Sections and Page Numbers.	
4.	Submission of a document numbered in the correct sequence including all appendixes and attachments. Bidders must provide a statement of how many pages their proposal has.	
5	Submission of firmly bound and should not have any	

	loose pages. Spiral binding and files (spring and box) are not acceptable.	
6.	Submission of one original and two copies of the original, and a CD of the Technical Proposal.	
7	Submission of Certificate of Registration/ Incorporation;	
8	Submission of Current Business Permit/trade permit	
9	Submission of Valid Tax Compliance Certificate from relevant Authorities where the business operations of tenderer are domiciled.	
10	Submission of CR12 Letter from Registrar of Companies or equivalent to show names of Directors of the tendering company (in case of a company), Name of Proprietor (for Sole Proprietor and Business Name) and Names of Partners (for Partnerships) – as applicable.	
11	Submission of National Identity for Directors/owners of the company.	
12	Submission of duly filled, signed and stamped Confidential Business Questionnaire.	
13	Submission of duly filled, signed and stamped Declaration Form.	
14	Submission of duly filled, signed and stamped Anti-Corruption Declaration Commitment/ Pledge.	
15	Submission of confirmation in writing that all documents provided in support of their bids are authentic and not forged, will be confirmed as the truth if verified.	
16	Submission of Valid copy of Registration and practicing certificates from relevant professional bodies.	
17	Submission of certified Audited Financial Accounts for the last three (3) years (2016, 2017 and 2018). The Audited Accounts must be prepared by certified accountant(s).	
18	Submission of Professional indemnity cover with combined minimum cover limit of KES 100 million (aggregate) for the consortium/ firm.	
19	Submission of a signed statement that the candidate is not debarred by PPRA certified by a commissioner of Oaths.	
20	Submission of a prototype model of master plan	
21	Submission of tender security amount of Kshs. 2,000,000 valid for 150 days from the date of proposal opening.	

Note: Tenderers will proceed to the technical evaluation stage two only if they are in compliance with stage one-Preliminary evaluation.

STAGE 2: TECHNICAL EVALUATION

The evaluation proceedings shall be recorded in properly signed report which shall not be made public or communicated to any tenderer (apart from reasons pertaining to a certain bidder's failure).

Appendix to Terms of Reference

Evaluation Criteria for provision of consultancy services for preparation of a master plan, preliminary and detailed design, tender documents and construction supervision of the proposed centre for parliamentary studies and training at Karen on LR No. 28172.

	Factor	Maximum Score
1	Specific experience of Consultant related to the assignment	10
	a. Experience in consultancy for projects of similar magnitude or more Three(3) projects each of Kshs. 1 billion and above-6marks Two (2) projects each of Kshs. 1 billion and above-4marks One (1) projects each of Kshs. 1 billion and above-2marks	6
	b. Experience in training institute/training centre design and construction supervision Two (2)projects of similar nature (university or a training institute)-4marks One project of similar nature (university or a training institute)-2marks	4
2	Adequacy of the proposed work plan and methodology in responding to the terms of reference	40
	a. Preparation of Master plan	8
	b. Preliminary design	8
	c. Detailed design	8
	d. Tender process	8
	e. Construction supervision	8
3	Qualifications and competence of the key staff proposed for the assignment	40
	a. Qualifications and experience of Architect	10
	• Qualification (Masters (5) With degree(3) Diploma (1)	
	• Experience (Above Ten years (5), Five to Ten years (3), below five years (1)	
	b. Qualifications and experience of Quantity Surveyor	6
	• Qualification (Masters (3) With degree(2) Diploma(1)	
	• Experience (Above Eight years(3), Five to Eight years (2) , below five years(1)	
	c. Qualifications and experience of Structural Engineer	7
	• Qualification (Masters(3) With degree(2) Diploma (1)	

	<ul style="list-style-type: none"> Experience (Above Eight years (4), Five to Eight years(2), below five years (1) 		
	d. Qualifications and experience of Electrical Engineer	6	
	<ul style="list-style-type: none"> Qualification (Masters (3) With degree (2) Diploma(1) 		
	<ul style="list-style-type: none"> Experience (Above Eight years(3), Five to Eight years (2), below five years (1) 		
	e. Qualifications and experience of Mechanical Engineer	6	
	<ul style="list-style-type: none"> Qualification (Masters (3) With degree (2) With Diploma(1) 		
	<ul style="list-style-type: none"> Experience (Above Eight years(3), Five to Eight years (2), below five years (1) 		
	f. Qualifications and experience of Civil Engineer	5	
	<ul style="list-style-type: none"> Qualification (Masters (2) With degree (1.5) Diploma(1) 		
	<ul style="list-style-type: none"> Experience (Above Eight years(3), Five to Eight years (2), below five years (1) 		
4	Suitability to the transfer of Technology programme (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 in the manner prescribed in the tender document	5	
	Total		100

The minimum Technical Score required to pass Technical Evaluation is 80%. Only the bidders who pass technical evaluation shall be considered for the Financial Evaluation.

Notes:

a). The consultant shall be evaluated and scored based on the degree to which his proposal meets the requirements of this Request for Proposals. Selection of the preferred proposal will be based on its responsiveness to the requirements of this Request for Proposals and the highest overall score. Only candidates who meet the mandatory requirements will be subjected to the Technical Evaluation.

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.

STAGE 3: FINANCIAL EVALUATION

- Only the financial proposals of the firms that score 80% and above shall be evaluated for responsiveness.
- The financial proposals of firms that score below 80% shall remain sealed and unopened and will be returned to the bidders after the conclusion of the procurement process.

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

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

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

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 VI: STANDARD FORMS OF CONTRACT

CONTENTS

- Special notes..... iii
- 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

Special Notes

1. The Lump-Sum price is arrived at on the basis of inputs – including rates – provided by the Consultant. The Client agrees to pay the Consultant according to a schedule of payments linked to the delivery of certain outputs, usually reports. Lump-sum contracts have the simplicity of administration, the Client having only to be satisfied with the outputs without monitoring the staff inputs and should be used for large Assignments in for example Design; Engineering; Supervision and Management Services; Master plans; Economic and Feasibility studies; and Surveys.
2. The Contract includes four parts: Form of Contract, the General Conditions of Contract, the Special Conditions of Contract and the Appendices. The Client using this standard contract should not alter the General Conditions. Any adjustment to meet any specific project features should be made only in the Special Conditions.

CONTRACT FOR CONSULTANT'S SERVICES

between

[name of the Client]

AND

[name of the Consultant]

Dated: _____*[date]*

I. FORM OF CONTRACT

Large Assignments (Lump-Sum Payments)

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

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

WHEREAS

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

NOW THEREFORE the Parties hereto hereby agree as follows:

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

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 _____

[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 terms

Unless the context otherwise requires, the following 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** means 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 (i) Not to Benefit from Commissions, Discounts, Etc.

The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and the Consultant shall not accept for his own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.

(ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.

(iii) Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any applicable

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

3.2.2 Consultant this and Affiliates Not to be Otherwise

The Consultant agrees that, during the term of

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

Interested in 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 Subconsultants").

3.6 Reporting

The Consultants shall submit to the Client the reports

Obligations 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 and/or reason shall be made in the Key Personnel. If for any beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.

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

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

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

5.2 Change in the Applicable Law

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

5.3 Services and Facilities

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

6. PAYMENTS TO THE CONSULTANT

6.1 Lump-Sum Remuneration

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

6.2 Contract Price

(a) The price payable in foreign currency is set forth in the SC.

(b) The price payable in local currency is set forth in the SC.

6.3 Payment for remuneration under Additional Services

For the purposes of determining the 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 arising

Any dispute between the Parties as to matters 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 Clause	Amendments of and Supplements to Clauses in the General Conditions of Contract
1.1 (i) Member]	The Member in Charge is _____ [name of
1.4	The addresses are: Client: Parliamentary Service Commission Attention: Director General, Joint Service, Parliamentary Service Commission Address: P. O. Box 41842 – 00100, Nairobi, Kenya Telephone: +254 020 2221291 Email address; Consultant: _____ Attention: _____ Telephone; _____ Telex: _____ Facsimile: _____
1.6	The Authorized Representatives are: For the Client: Director General, Parliamentary Joint Services, Parliamentary Service Commission For the Consultant: _____
2.1	The date on which this Contract shall come into effect is(_____) [date]. Note: <i>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</i>
2.2	The date for the commencement of Services is within fourteen (14) days after signing of the contract document between the parties or as may be agreed during negotiations.

2.3 **The period shall be 48 months**

3.4.1 The risks and coverage shall be:

- (i) Professional Liability **100%**
 - (ii) Loss of or damage to equipment and property **0.5%**
- 5.1 Amend to read "the Consultant shall be responsible"

6.2 **There shall be no payment in foreign currency. All payments shall be in Kenya Shillings.**

6.4 Payments shall be made according to the following schedule:

- Ten (10) percent of the lump-sum amount shall be paid upon submission of the inception report.
- Fifteen (15) percent of the lump-sum amount shall be paid upon submission of the report of the final preliminary design report.
- Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the final design report.
- Twenty (20) percent of the lump-sum amount shall be paid upon approval of the final design report and submission of tender documents.
- *Twenty – Five (25) percent of the lump sum shall be paid in instalments based progress of implementation of the project as agreed with the client.*
- Retention fees of five (5) percent shall be paid after the final certificate of project completion has been signed.
- Reimbursable expense claims shall be submitted together with the fee claim for the stage during which the expenses are incurred.
- The performance guarantee shall be released when the total payments reach fifty (50) percent of the lump-sum amount.

There shall be no advance payment

6.5 Payment shall be done within 45 days from the receipt of the payment certificate.

There shall be no interest on delayed payments.

7.0 Any dispute arising out of the Contract that cannot be amicably resolved between the parties shall be referred by either party to the arbitration and a final decision by a panel of a person to be agreed between the parties. Failing agreement on the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairperson of the Chartered Institute of Arbitrators-Kenya branch on the request of the applying party. The seat of arbitration shall be in Kenya.

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or 2(c) and (2d) whichever applies to your type of business.
You are advised that it is a serious offence to give false information on this Form.

Part 1 – General

Business Name

Location of business premises: Country/Town.....

Plot No..... Street/Road

Postal Address..... Tel No.....

Nature of Business.....

Current Trade Licence No..... Expiring date.....

Maximum value of business which you can handle at any time:
Kenya Shillings.....

Name of your bankers.....

Branch.....

Part 2 (a) – Sole Proprietor

Your name in full..... Age.....

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

Citizenship details

Part 2 (b) – Partnership

Give details of partners as follows:

	<i>Name in full</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>
1.
2.
3.
4.

Part 2(c) – Registered Company

Private or Public

State the nominal and issued capita of the company:

Nominal KShs.

Issued KShs.

Give details of all directors as follows:

	<i>Name in full</i>	<i>Nationality</i>	<i>Citizenship Details*</i>	<i>Shares</i>
1.
2.
3.
4.

Part 2(d) Interest in the Firm:

Is there any person/persons in the employment of the Government of Kenya WHO has interest in this firm? Yes/No (Delete as necessary)

I certify that the above information is correct.

.....
Title

.....
Signature

.....
Date

* Attach proof of citizenship

SELF-DECLARATION FORM ANTI-CORRUPTION DECLARATION

We (insert the name of the company/supplier)..... declare and guarantees that no offer, gift or payment consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone by our organization or agent, either directly or indirectly, as an inducement or reward for the award or execution of this procurement.

In the event the above is contravened we accept that the following to apply-

- a) The person shall be disqualified from entering into a contract for the procurement; or
- b) If a contract has already been entered into with the person, the contract shall be voidable at the option of Parliamentary Service Commission
- c) The voiding of a contract by the procuring entity under subsection (b) does not limit any other legal remedy that Parliamentary Service Commission may have

Name.....Signature.....Date.....
..... Company Seal/Business Stamp

ANTI-FRAUDULENT PRACTICE DECLARATION

We (insert the name of the company/supplier)..... declares and guarantees that no person in our organization has or will be involved in a fraudulent practice in any procurement proceeding.

Name.....
Signature.....
Date.....
Company Seal/Business Stamp

NON-DEBARMENT DECLARATION

We (insert the name of the company/ supplier)..... declares and guarantees that no director or any person who has any controlling interest in our organization has been debarred from participating in a procurement proceeding.

Name.....Signature.....Date.....
.....Company Seal/Business Stamp

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

By this memorandum, the Applicant requests the Board for an 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 of
.....20.....

SIGNED
Board Secretary