

REPUBLIC OF KENYA



PARLIAMENT OF KENYA

PARLIAMENTARY SERVICE COMMISSION (PSC)

PARLIAMENT BUILDINGS, PARLIAMENT ROAD

P.O. BOX 41842 00100, Nairobi

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REQUEST FOR PROPOSAL (RFP) DOCUMENT

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

FOR

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

PROPOSAL SUBMISSION DEADLINE:

WEDNESDAY, 20TH NOVEMBER, 2019 AT 11.00AM

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SECTION I - LETTER OF INVITATION

30th October, 2019

Consultancy Firm's Name.....

Address.....

.....

RE: RFP NO. PSC/RFP/001/2019-2020 FOR PROVISION OF PROJECT MANAGEMENT SERVICES FOR DETAILED DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF RENOVATIONS AND REFURBISHMENT OF COUNTY HOUSE

1.0 The Parliamentary Service Commission invites proposals from eligible candidates for the provision of project management services for detailed design, documentation and construction supervision of renovations and refurbishment of County House.

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

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

1.2 Interested eligible candidates may obtain further information from the **Procurement Office on 2nd Floor, Protection House, Nairobi** or email through procurementpsc@parliament.go.ke or cSenate@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 **mandatory pre-proposal conference** on **Friday, 8th November, 2019, 11.00 am** in the 2nd Floor Boardroom, Protection House, along Parliament Road, 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 documents (original and copy) 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:

**Clerk of the Senate/Secretary,
Parliamentary Service Commission,
Parliament Buildings,
P.O. Box 41842 00100,
NAIROBI, KENYA.**

so as to be received on or before **Wednesday, 20th November, 2019** at **11.00 a.m.**

- 1.6 Proposals must be accompanied by a tender Security of **Kshs. 200,000.00** valid for **150 days** from the date of proposal opening, in form of a bank guarantee from a reputable bank or guarantee from an insurance company approved by the Public Procurement Regulatory Authority (PPRA) payable to Parliamentary Service Commission.
- 1.7 Proposals will be opened immediately thereafter in the presence of the Candidates who choose to attend or their representatives, at Protection House, 2nd floor boardroom, Nairobi.
- 1.8 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.

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

SECTION II – INFORMATION TO CONSULTANTS (ITC)

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SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

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

2.2 Clarification and Amendment of RFP Documents

2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client's address indicated in the Appendix "ITC". The Client will respond by cable, telex, 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 authorised to sign the proposals.
- 2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix “A”. Each Technical Proposal and Financial Proposal shall be marked “**ORIGINAL**” or “**COPY**” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 2.5.3** The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL**,” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” and warning: “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**”. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix “ITC” and be clearly marked, “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**”
- 2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix “ITC”. Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.

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

2.6 Proposal Evaluation General

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

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

2.7 Evaluation of Technical Proposal

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

| | 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 (Sf) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:-
 $Sf = 100 \times \frac{F_M}{F}$ where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (*St*) and financial (*Sf*) scores using the weights (*T*=the weight given to the Technical Proposal; *P* = the weight given to the Financial Proposal; $T + P = 1$) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows:- $S = St \times T \% + Sf \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 2.8.6 The tender evaluation committee shall evaluate the tender within 30 days of from the date of opening the tender.
- 2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.8.8 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price
- 2.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.9 Negotiations

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

2.10 Award of Contract

- 2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.
- 2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix “A”.
- 2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

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

2.11 Confidentiality

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

2.12 Corrupt or fraudulent practices

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

Appendix to information to consultants

Note on the Appendix to Information to Consultants

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

Appendix to Information to Consultants

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

Clause Reference

2.1 The name of the Client is: **Parliamentary Service Commission (PSC)**

2.1.1 The method of selection is: **Quality and Cost Based Selection Criteria**

2.1.2 Technical and Financial Proposals are requested: **Yes**

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

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

2.1.3 A mandatory **pre-proposal conference** will be held: **Yes on Friday, 8th November, 2019 at 11.00am.**

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

Clerk of the Senate/Secretary, Parliamentary Service Commission,

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

Telephone numbers; +254 020 2221291

Email address; cSenate@parliament.go.ke

2.1.4 The Client will provide the following inputs:-

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

2.1.7 **N/A**

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

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

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

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

Additional information in the Technical Proposal includes:-

- The 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.
- The proposals shall be evaluated as per the criteria and stages specified under this Appendix to Information to Consultants.

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

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

2.5.2 Consultants must submit an **original** and **one copy of each proposal and the technical proposal in a CD**.

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

2.5.4 The proposal submission address is: **Protection House 2nd Floor, Nairobi**

Proposals must be submitted no later than the following date and time: **Wednesday, 20th November, 2019 at 11.00 am**.

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

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

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

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

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

The weights given to the Technical and Financial Proposals are:

T= _____ (0.80)

P= _____ (0.20)

2.8.8 The quantities maybe varied but total cumulative variation shall not exceed 25% in value subject to approval by the Tender Committee. 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 CONTRACT

The performance security shall be **5% of the contract price before signing of the contract from an established bank or an insurance company approved by public Procurement Regulatory Authority (PPRA).**

2.10.1 The firm's proposal that scores the highest combined technical and financial score shall be awarded the Contract.

2.10.2 The assignment is expected to commence **within fourteen (14) days after signing of the contract document 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 PRELIMINARY EVALUATION REQUIREMENTS

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

- a) Submission of original and one copy and a CD of the Technical Proposal.
- b) The Technical /Financial Proposal forms submitted in the required format.
- c) The proposal documents including any attachments are properly allocated page numbers.
- d) Fully filled attached Mandatory Confidential Business Questionnaire.
- e) Duly authorized and stamped Curriculum Vitae (CVs) of proposed personnel for the assignment.
- f) Submission of the Power of Attorney and if applicable, a joint venture/consortium agreement.
- g) The Bids must be valid for a period of 120 days from the date of proposal opening.
- h) Valid Tax Compliance Certificate
- i) Submission of a Tender security form in the prescribed format valid for 150 days from a reputable bank in Kenya or an Insurance Company approved by Public Procurement Regulatory Authority (PPRA).

EVALUATION STAGES

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

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

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

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

STAGE 3: Evaluation and consideration of the financial proposals

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

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

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

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

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

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1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____ Date]

To: _____ [Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the 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

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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

TERMS OF REFERENCE: CONSTRUCTION PROJECT MANAGER

1. GENERAL PROVISIONS

1.2 DEFINITIONS

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

- **PSC** Refers to the Parliamentary Service Commission and its Management.
- **Construction Management** is the management of the physical construction process within the built environment and includes the coordination, administration, and management of resources. The Project Manager is the one point of responsibility in this regard.
- **Construction Project Management** is the management of projects within the built environment from conception to completion, including management of related professional services. The Project Manager is the one point of responsibility in this regard.
- **Project** means the total development envisaged by the PSC, including design, tender documentation, tender process and construction supervision and the construction.
- **Works** means all work executed or intended to be executed in accordance with the construction contracts.
- **The Client Representative** means the person or entity appointed by the PSC and who has full authority and obligation to act in terms of the construction contracts.
- **Lead Consultant** means the person or entity appointed by the PSC to manage and administer the services of all other consultants.
- **Quantity Surveyor** means the person or entity appointed by the PSC to establish and agree all budgets, and implement and manage the necessary cost control on the project.
- **Contractor** means any person or legal entity entering into contract with the client for the execution of the **works** or part thereof
- **Nominated Subcontractors** are specialist and other subcontractor executing work or supplying and fixing any goods who may be nominated by the Client.
- **Domestic Subcontractors** are specialist and other subcontractor executing work or supplying and fixing any goods and who are selected by the contractor in consultation with the Principal Consultant.
- **Suppliers** mean a person or entity appointed by the client to supply goods and products for incorporating into the project.
- **Construction/Contract Program** is the program for the works indicating in logic sequence and duration of all activities to be completed by the contractors, subcontractors, and suppliers in appropriate detail for the monitoring of progress on the works.
- **Procurement Program** is the program indicating the timeous purchasing requirements for the project, including but not limited to the services of

consultants, contractors, subcontractors, and suppliers required for the execution of the execution of the project program.

- **Public** means any person or group of persons who is, or whose environment is, either directly or indirectly affected by any project and construction management activity, or by a product, outcome or influence of a project and construction management activity, which may impact on the health, safety and interest of such person or group of persons.
- **Substantially Practice** means regularly and consistently carries out project and construction management work identified in section 4 of this document, and charging professional fee for such work and accruing professional responsibility to a client or an employer for the performance of such functions.

2. BACKGROUND INFORMATION

The Parliamentary Service Commission intends to undertake the refurbishment of:

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

The Commission is in the process of appointing consortia comprising of Architects, Quantity Surveyors, Engineers and specialists from various disciplines to provide the necessary project management services to oversee the implementation of the refurbishment works.

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

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

3. OBJECTIVES OF THE ASSIGNMENT

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

4. SCOPE OF SERVICES

STANDARD SERVICES

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

PROJECT STAGES DESCRIPTION

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

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

Definition

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

Standard Services

- 4.1.1. Facilitate or formalize the development of a Clear Project Brief
- 4.1.2. Establish the Public Procurement policy for the project
- 4.1.3. Assist the PSC in the procurement of the necessary and appropriate consultants including the clear definition of their roles, responsibilities and liabilities.
- 4.1.4. Establish in conjunction with the PSC, consultants and all relevant authorities, the site characteristics necessary for the proper design and approval of the intended project
- 4.1.5. Manage the integration of the preliminary design to form the basis for the initial viability assessment of the project

- 4.1.6. Facilitate the preparation of the formal documentation for the coordination and monitoring of the Project Initiation Program.
- 4.1.7. Facilitate the preparation of the Preliminary Viability Assessment report for the project
- 4.1.8. Facilitate formal approval of all Stage 1 documentation

Project Management Deliverables

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

4.2. STAGE 2 - CONCEPT AND FEASIBILITY

Definition

Finalization of the project concept and feasibility

STANDARD SERVICES

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

Project Management Deliverables

- a) Signed Consultant/Client Agreements
- b) Indicative Project Documentation and Construction Program.
- c) Approval by PSC to proceed to Stage 3

4.3. STAGE 3 - DESIGN DEVELOPMENT

Definition

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

STANDARD SERVICES

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

Project Management Deliverables

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

4.4. STAGE 4. TENDER DOCUMENTATION AND PROCUREMENT

Definition

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

STANDARD SERVICES

- 4.4.1. Select, recommend and agree the procurement strategy for contractors, subcontractors and suppliers with the PSC and consultants.

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

Project Management Deliverables

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

4.5. STAGE 5 - CONSTRUCTION DOCUMENTATION AND MANAGEMENT

Definition

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

Standard Services

- 4.5.1. Appoint contractor(s) on behalf of the PSC including the finalization of all agreements
- 4.5.2. Instruct the contractor on behalf of the PSC to appoint subcontractors.
- 4.5.3. Receive, co-ordinate, review and obtain approval of all contract documentation provided by the contractor, subcontractors, and suppliers for compliance with all of the contract requirements.
- 4.5.4. Monitor the ongoing projects insurance requirements.
- 4.5.5. Facilitate the handover of the site to the contractor.
- 14.5.6. Establish and co-ordinate the formal and informal communication structure and procedures for the construction process
- 4.5.7. Regularly conduct and record the necessary site meetings
- 4.5.8. Monitor, review and approve the preparation of the Contract Program by the contractor
- 4.5.9. Regularly monitor the performance of the contractor against the Contract Program
- 4.5.10. Review and adjudicate circumstances and entitlements that may arise from any changes required to the Contract Program
- 4.5.11. Monitor the preparation of the contractor's Health and Safety Plan and approval thereof by the Health and Safety Consultant

- 4.5.12. Monitor the auditing of the Contractors. Health and Safety Plan by the Health and Safety Consultant
- 4.5.13. Monitor the compliance by the contractors of the requirements of the Health and Safety Consultant
- 4.5.14. Monitor the production of the Health and Safety File by the Health and Safety Consultant and contractors
- 4.5.15. Monitor the preparation by the Environmental Consultants of the Environmental Management Plan
- 4.5.16. Establish the construction information distribution procedures.
- 4.5.17. Agree and monitor the Construction Documentation Schedule for timely delivery of required information to the contractors
- 4.5.18. Expedite, review and monitor the timely issue of construction information to the contractors.
- 4.5.19. Manage the review and approval of all necessary shop details and product propriety information by the design consultants
- 4.5.20. Establish procedures for monitoring, controlling and agreeing all scope and cost variations.
- 4.5.21. Agree the quality assurance procedures and monitor the implementation thereof by the consultants and contractors
- 4.5.22. Monitor, review, approve and certify monthly progress payments.
- 4.5.23. Receive, review and adjudicate any contractual claims.
- 4.5.24. Administer the preparation of monthly cost reports.
- 4.5.25. Monitor long lead items and off-site production by the contractors and suppliers.
- 4.5.26. Prepare monthly project reports including submission to the PSC.
- 4.5.27. Manage, co-ordinate and monitor all necessary testing and commissioning by consultants and contractors
- 4.5.28. Co-ordinate, monitor and issue the Practical Completion Lists and the Certificate of Practical Completion
- 4.5.29. Co-ordinate and monitor the preparation and issue of the Works Completion List by the consultants to the contractors
- 4.5.30. Monitor the execution by the contractors of the defect items to achieve Works Completion
- 4.5.31. Facilitate and co-ordinate adequate access with the occupant for the rectification of defects by the contractors

Project Management Deliverables

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

4.6. STAGE 6 - PROJECT CLOSE OUT

Definition

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

STANDARD SERVICES

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

Project Management Deliverables

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

1. ADDITIONAL / SUPPLEMENTARY SERVICES

5.1. DEVELOPMENT MANAGEMENT SERVICES

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

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

5.1.7. Additional services resulting from changes by the PSC to previously issued instructions.

5.2. SUPPLEMENTARY SERVICES PERTAINING TO ALL STAGES OF THE PROJECT

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

5.2.1. Drafting of non-standard contracts.

5.2.2. Project management services in relation to direct contractors engaged by the PSC, such as those engaged for furniture, fittings and equipment.

5.2.3. Mediation, arbitration and litigation proceedings and similar services.

5.2.4. Where the PSC requires the construction project manager to, on his behalf, perform the services listed hereunder or similar work,

- i. Dealing with matters of law, obtaining parliamentary or other statutory approval, licenses or permits.
- ii. Assisting with or participating in contemplated or actual mediation, arbitration or litigation proceedings.
- iii. Officiating at or attending courts and commissions of enquiry, select committees and similar bodies convened by statute, regulation or decree.

5.2.5. Calculation and certification of professional fees applicable to other professionals engaged by the PSC on the project.

5.2.6. Any other services not specifically incorporated in this document.

6. COMMISSION TERMINATION

6.1. Should a commission be terminated the fee for the services completed shall be calculated in accordance with the procedures to be agreed between the PSC and the Project Management firm.

6.2. For purposes of 6.1 above, a commission shall be deemed to be terminated where the services are deferred or suspended for a period of more than 90 calendar days in the aggregate, unless otherwise agreed in writing by the parties.

7. REPORTING MECHANISM

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

8. PROJECT BUDGET

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

9. PROJECT MANAGEMENT

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

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. | Mandatory attendance of pre-bid meeting with form signed and stamped by authorized personnel | |
| 2. | A copy of valid certificate of registration/incorporation | |
| 3. | A copy of valid tax compliance certificate from the Kenya Revenue Authority including PIN certificate | |
| 4. | Copy of current business permit/trade permit | |
| 5. | Submission of Duly filled Technical and Financial proposal forms in the required format | |
| 6. | Must submit Audited accounts for the last three years (2018, 2017 and 2016) | |
| 7. | Duly filled and signed confidential business questionnaire in the format provided | |
| 8. | Duly authorized and stamped curriculum Vitae(CVs) of proposed personnel for the assignment | |
| 9. | Submission of the Power of Attorney and if applicable, a joint venture/consortium agreement. | |
| 10. | Submission of a Tender security form in the prescribed format valid for 150 days from a reputable bank in Kenya or an Insurance Company approved by Public Procurement Regulatory Authority (PPRA). | |
| 11. | Submission of the bid in two separate well labelled documents comprising of one original and one copy of the proposals and a CD of the technical proposal. Submission of the issued bid document which is paginated without any mutilation or reformation. Any document the bidder wishes to attach must be properly bound, stamped and serialized without any breaks. | |

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).

| No. | CRITERIA | MAXIMUM POINT |
|-----|--|---------------|
| 1. | <p>Experience of the firm in Project management in the building and construction industry of at least 5 years.</p> <ol style="list-style-type: none"> 1) Five years and above – 5marks 2) Four years-4 marks 3) Three years- 3marks 4) Two years- 2marks 5) One year and below- 1 mark 6) Extra marks for 5 years experience in office fitting and renovation works (Provide evidence in the form of completion certificates and recommendation letters)- 10 marks 7) Evidence of steel, alluminium, glass installation and tile works-5marks | 20 |
| 2 | <p>A statement work methods (Methodology). Include brief description of this project management process supported with charts, pictures and drawings.</p> | 10 |
| 3 | <p>Three (3) qualified technical staff in the firm relevant to building and construction project management who will be actively involved in the proposed project. Provide certified CVs, Academic and professional certificates and evidence of registration with relevant professional bodies and telephone contacts.</p> <ol style="list-style-type: none"> 1) One (1) with a minimum Bachelor degree in Architecture or Building or Civil engineering or Quantity surveyor- 10marks 2) Two (2) with at least a Diploma in Architecture, Building or civil or Quantity surveyor-10marks | 20 |
| 4 | <p>Number of years of gainful employment of key staff in construction project management</p> <ol style="list-style-type: none"> 1. Project Manager <ol style="list-style-type: none"> i) 8 years and above -10mks ii) Below 8 years-5 marks 2. Assistant Project Manager (2 No.) <ol style="list-style-type: none"> j) 5 years and above- 5marks ii) less than 5 years- 3 marks | 20 |
| 5 | <p>Accomplishments: Similar Construction management Projects completed within the last 10 years with evidence of completion certificate.</p> <ol style="list-style-type: none"> a) Projects of value above Kshs. 200Million -----20 mks b) Projects of value between Kshs. 100M and 199M—15 mks c) projects of value between Kshs. 50M to 99 M—10marks d) Projects below Kshs. 50 Million ---0 marks | 20 |
| 6 | <p>On-going Projects- Attach Evidence of award</p> <ol style="list-style-type: none"> a) Projects of similar nature and complexity-----5 marks b) projects of similar nature but lower complexity—3 marks | 5 |

| | | |
|---|--|------------|
| | c) No on-going projects----o marks | |
| 6 | Proof of a functional working office (attach proof of location/ physical address; utility bills, rent, lease valid agreements etc) | 5 |
| | TOTAL MARKS | 100 |

Note: The Pass Mark is 75%. Only the bidders who obtain the mandatory cut off shall be considered for the Financial Evaluation.

STAGE 3: FINANCIAL EVALUATION

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

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

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

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

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

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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 authorised representative] _____ *of Client's*

[title] _____

[signature] _____

[date] _____

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

[full name of Consultant's authorized representative] _____

[title] _____

[signature] _____

[date] _____

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

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

Unless terminated earlier pursuant to Clause 2.6, this

Contract Contract shall terminate at the end of such time period, after the Effective Date, as is specified in the SC.

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

2.5 Force Majeure

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

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

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

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

2.6 Termination

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

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

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

For the purpose of this clause;

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

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

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

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

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

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

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

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

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

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

3.2 Conflict of Interests

3.2.1 Consultant (i) Not to Benefit from Commissions, Discounts, Etc.

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

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

3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and his affiliates, as well as any Subconsultant and any of his affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Consultant nor his subconsultant[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 subconsultant[s] and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4 Insurance to be Taken Out by the Consultant

The Consultant (a) shall take out and maintain and shall cause any subconsultant[s] to take out and maintain, at his (or the subconsultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultant's Actions Requiring Client's Prior Approval

The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions;

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

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

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

4 CONSULTANT’S PERSONNEL

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

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

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

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

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

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

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

5.2 Change in the Applicable Law

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

5.3 Services and Facilities

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

6. PAYMENTS TO THE CONSULTANT

6.1 Lump-Sum Remuneration

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Subconsultants' 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

For the purposes of determining the remuneration

Additional Services

due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.4 Terms and Conditions of Payment

Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of a bank guarantee for the same amount and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met and the Consultant has submitted an invoice to the Client specifying the amount due.

6.5 Interest on Delayed Payment

Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending .

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred by either Party to the arbitration and final decision of a person to be agreed between the Parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.

III. SPECIAL CONDITIONS OF CONTRACT

| Number of GC Clause | Amendments of and Supplements to Clauses in the General Conditions of Contract |
|---------------------|--|
| 1.1(i) | The Member in Charge is _____ [name of Member] |
| 1.4 | <p>The addresses are:</p> <p>Client: Parliamentary Service Commission Attention: Clerk of the Senate/Secretary, Parliamentary Service Commission Address: P. O. Box 41842 – 00100, Nairobi, Kenya Telephone: +254 020 2221291 Email address; csenate@parliament.go.ke</p> <p>Consultant: _____ Attention: _____ Telephone; _____ Telex: _____ Facsimile: _____</p> |
| 1.6 | <p>The Authorized Representatives are:</p> <p>For the Client: Clerk of the Senate/Secretary, Parliamentary Service Commission</p> <p>For the Consultant: _____</p> |
| 2.1 | <p>The date on which this Contract shall come into effect is(_____) [date].</p> <p>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></p> |
| 2.2 | <p>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.</p> |
| 2.3 | <p>The period shall be 24 months</p> <p>Note: <i>Fill in the period, eg, twenty-four (24) months or such other period as the Parties may agree in writing.</i></p> |
| 3.4.1 | <p>The risks and coverage shall be:</p> <ul style="list-style-type: none"><li data-bbox="477 1892 1015 1929">(i) Professional Liability 100%<li data-bbox="477 1964 1397 2000">(ii) Loss of or damage to equipment and property 0.5% |

- 5.1 Amend to read “the Consultant shall be responsible”
- 6.2(a) **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:
- Fifteen (15) percent of the lump-sum amount shall be paid upon submission of the inception report.
 - Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the interim report.
 - Twenty five (25) percent of the lump-sum amount shall be paid upon submission of the draft final report.
 - Thirty (30) percent of the lump-sum amount shall be paid upon approval of the final report.
 - Retention fees of five (5) percent to 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 bank guarantee shall be released when the total payments reach fifty (50) percent of the lump-sum amount.

Note: There shall be no advance payment

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

6.6 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.

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