REPUBLIC OF KENYA

COUNTY ASSEMBLY OF KISUMU

REQUEST FOR PROPOSAL

TENDER DOCUMENT

TENDER NAME: REQUEST FOR PROPOSAL FOR PROVISION OF CONSULTANCY SERVICES FOR DESIGN AND SUPERVISION OF CONSTRUCTION OF ULTRA-MODERN KISUMU COUNTY ASSEMBLY CHAMBERS / OFFICES AND ASSOCIATED WORKS

TENDER NO: CAK/RFP/ D&S/UMCAC/2020/2021/02/01

FEBRUARY, 2021

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INTRODUCTION

1.1 This standard tender document for procurement of works has been prepared for use by procuring entities in Kenya in the procurement of works (i.e. Buildings and associated Civil Engineering Works).

1.2 The following guidelines should be observed when using the document:-

(a) Specific details should be furnished in the Invitation to tender and in the special conditions of contract (where applicable). The tender document issued to tenderers should not have blank spaces or options.

(b) The instructions to tenderers and the General Conditions of Contract should remain unchanged. Any necessary amendments to these parts should be made through Appendix to instructions to tenderers and special conditions of contract respectively.

1.3

(b) Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable prospective tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements

(c) The invitation to tender shall be as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have been prequalified following a request for prequalification.

1.4 The cover of the document shall be modified to include:-

(I) Tender number.
(II) Tender name.
(III) Name of procuring entity.

SECTION I:

INVITATION TO TENDER

COUNTY ASSEMBLY OF KISUMU
P.O. Box 86-40100
KISUMU
Uhuru Road

Date: **25th February, 2021.**

Tender reference No. (CAK/RFP/ D&S/UMCAC/2020/2021/02/01)

Tender Name (REQUEST FOR PROPOSALS FOR PROVISION OF CONSULTANCY SERVICES FOR DESIGN AND SUPERVISION OF CONSTRUCTION OF ULTRA-MODERN KISUMU COUNTY ASSEMBLY CHAMBERS/OFFICES AND ASSOCIATED WORKS)

The County Assembly of Kisumu invites sealed Request for Proposals (RFP) **for Provision of Consultancy Services for Design and Supervision of Construction of Ultra-Modern Kisumu County Assembly Chambers/Offices and Associated works.**

Interested eligible candidates may obtain further information and inspect tender documents and the design drawings at the Office of the **Director of Supply Chain Management, Mega Plaza, Wing 'A' 9th** floor during normal working hours or email: **kisumuassembly@gmail.com.**

A complete set of tender documents may be obtained by interested candidates from the County Assembly of Kisumu Website: www.kisumuassembly.go.ke All bidders are required to forward their particulars to the Procurement Office for recording purposes and receiving any further tender clarifications and / or addenda.

Prices quoted should be net inclusive of all taxes, must be in Kenya shillings and shall remain valid for (90) days from the closing date of tender.

Completed tender documents are to be enclosed in plain sealed envelopes marked "REQUEST FOR PROPOSALS FOR PROVISION OF CONSULTANCY SERVICES FOR DESIGN AND SUPERVISION OF CONSTRUCTION OF ULTRA-MODERN KISUMU COUNTY ASSEMBLY CHAMBER / OFFICES AND ASSOCIATED WORKS.
Tender No. **(CAK/RFP/ D&S/UMCAC/2020/2021/02/01)** and should be addressed to:-

THE CLERK
KISUMU COUNTY ASSEMBLY
CAK Offices, Uhuru Road
P.O. BOX 86-40100
KISUMU

And placed in the Tender Box, located at the County Assembly of Kisumu, Administration Block, Ground Floor next to the Deputy Clerk's Office so as to be received on or before 11:00 a.m (East African Time) **Monday, 8th March, 2021.**

Bidders must respond online through IFMIS Supplier Portal using **IFMIS Negotiation No. 854884** and also submit original and copy of their RFP documents.

Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at the County Assembly boardroom.

Pre-bid site visit shall be **on Wednesday 3rd March, 2021** at the County Assembly grounds from **11:00a.m to 12:00p.m.**

_____

For CLERK
COUNTY ASSEMBLY OF KISUMU

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 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 consortia 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, consortia are encouraged to liaise with the Client's representative named in the appendix regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference whose dates are specified in the appendix 'A'.

2.1.4 The procuring entity will provide the inputs specified in the Appendix ''A'', needed to 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 cost 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 procuring entity 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 procuring entity shall allow the bidders to view the tender document free of charge.

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 Post or electronic mail to the procuring entity address as indicated. The Client will respond by Post 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 extend the deadline for the submission of proposals.

2.2.3 The procuring entity shall reply to any Clarifications sought by the bidder within 3 days of receiving a request to enable the bidder make timely submission.

2.3 Preparation of Technical Proposal

2.3.1 The technical 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 shall 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 Consortium 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.

ii) Consultants within a consortium shall not associate with the other Consortium invited for this assignment. Any firms associating in contravention of this requirement shall have their respective consortiums automatically disqualified.

iii) It is desirable that the majority of the key professional staff proposed by each firm in the consortium be permanent employees of the firm or have an extended and stable working relationship with it.

iv) Proposed key professional staff must as a minimum, have the experience indicated in Appendix "A", preferably working under conditions similar to those prevailing in Kenya.

v) Alternative key professional staff shall not be proposed and only one Curriculum Vitae (CV) shall be submitted for each position.

2.3.4 The Technical Proposal shall not include any financial information.

2.3.5 The Technical Proposal shall include the following information using the attached Standard Forms;

(i) A brief profile of each firm in the Consortium which shall include an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate among others, 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 and on data, services and 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. A list will be required from each firm in the Consortium.

(v) Duly signed current Curriculum Vitae (CVs) by the key 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-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member from each firm in the consortium shall be availed.

(vii) Any additional information requested in Appendix "A".

2.4 Submission, Receipt and opening of proposals

2.4.1 The original proposal shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.

2.4.2 For each proposal, the consortium shall prepare the number of copies indicated in Appendix ''A''. Each Technical Proposal shall be marked '**ORIGINAL' or**

''COPY'' as appropriate. If there are any discrepancies between the original and the copies of the proposal, original shall govern.

2.4.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICALPROPOSAL**,": and shall bear the submission address and other information indicated in the Appendix "A" and warning, **"DO NOT OPEN,EXCEPT IN PRESENCE OF THE OPENING COMMITTEE."**

2.4.4 Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.

2.5 Proposal Evaluation General

2.5.1 From the time the bids are opened to the time the Contract is awarded any effort by any firm to influence the outcome of proposal evaluation, proposal comparison or Contract award decisions shall result in the rejection of the consultant's proposal.

2.5.2 The evaluation shall comprise preliminary evaluation, technical proposal evaluation and due diligence.

2.6 Evaluation of Technical Proposal

2.6.1 Preliminary/ Mandatory Requirements

Each firm in the consortium must submit the following:

a) Certified Copy of Certificate of Incorporation or Registration of Business Name from the Registrar of Companies. This should include change of particulars where applicable.

b) Certified Copy of valid tax compliance Certificate.

c) Certified Copy of valid Single Business Permit / Trading Licence.

d) Proof of registration with relevant professional bodies.

e) Joint, Signed Agreement between all the firms in the consortium and witnessed by a Commissioner of oaths in one form.

f) Audited and signed Accounts for the last three years i.e. 2017, 2018 & 2019 for the lead consultant certified by a certified Public Accountant and Commissioners of Oaths.

g) Technical submission form duly signed by all the Consulting firms in the Consortium.

h) Completed serialized/paginated RFP documents.

i) Must fill the form of tender in the format provided in the tender document.

j) Must submit a dully filled up Confidential Business Questionnaire in the format provided in the tender document. Each firm in the consortium should provide duly completed Confidential Business Questionnaire.

k) Must submit one original and one copy of the RFP documents

l) Must respond online through IFMIS Supplier Portal using **IFMIS Negotiation No. 854884**

m) Must submit a signed statement of not being debarred from participating in public procurement.

n) Must submit a signed statement of not engaging in corrupt or fraudulent practices.

o) Must provide Professional indemnity for lead consultant of not less than **Kshs. 150,000,000**. (Kenya Shillings One Hundred and Fifty Million only).

NOTE: Certification must be done by a Commissioner of Oaths.

Failure to submit any item under this section shall lead to automatic disqualification.

2.6.2 Evaluation of Technical Proposal

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

Evaluation Criteria	Points
Composition and Organization structure of the consortium team. Specific experience of the Consortium team must include: 1. Experience in project design and supervision with emphasizes on complex office blocks and buildings 2. Examples of similar projects designed 3. Experience in planning projects with evidence of at least two relevant and successful projects within the last 10 years indicating project name, value and specific role of the consortium team members. 4. Experience in structuring public offices/ space and urban projects, including urban space management strategies, branding, public stakeholder engagement, urban design, landscape design, etc.	**30**
Technical Adequacy: 1. Demonstrate an understanding of the site, the terms of reference on the assignment with respect to a design approach, project structuring and finance and implementation strategy. 2. Proposed Methodology and Work plan from inception to Implementation 3. Provide any proposals and suggestions to improve the terms of reference and project implementation plan. 4. Ability to mobilize and implement a fast track project program.	**40**
Team Competence, relevant experience and qualifications: The minimum key professional staff in the proposed consortium for the assignment shall include: Architects, Quantity Surveyors, Engineers (Civil & Structural), and environmental consultants, who must be Kenyan registered and practising professionals. The key professional staff may associate with other consultants both locally and internationally, that have relevant experience to this assignment. The consortium may also propose other consultants that it thinks are relevant to this assignment.	**30**

The minimum required experience of the key consortium team members; 1. The lead consultant of the consortium must be a Kenyan registered architectural firm and a member of the Board of Registration of Architects and Quantity Surveyors. The team leader from the lead consultant of the consortium must have experience, restoration and conservation projects with at least 15 years post registration experience in Kenya. 2. The lead project quantity surveyor must be a Kenyan registered quantity surveyor firm and a member of the Board of Registration of Architect and Quantity Surveyors. The lead quantity surveyor must have experience in both public and private sector projects with at least 10 years post registration experience in Kenya. 3. The lead project civil and structural engineer must be a Kenyan registered civil and structural engineering firm and a registered member with the Engineers Registration Board in Kenya. The lead project civil engineer must have experience in both public and private sector projects with at least 10 years post registration experience. 4. The lead project environmental consultant must be a registered environmental consultant with the National Environmental and Management Agency (NEMA) with at least 5 years post registration experience and preferably with experience in projects of similar nature. 5. The lead Urban Planner must be a Kenyan registered planner and a registered member with the Planners Registration Board in Kenya. The lead planner must have experience in both public and private sector projects with at least 10 years post registration experience 6. Other experts/ consultants proposed for the assignment must be professionals with at least 5 years working experience for works of similar size and nature.	
TOTAL	**100**

Each responsive proposal will be given a technical score (TS). 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''.

2.7 Due Diligence

The Consortium/ consultant with the highest technical score will be subjected by the Client to due diligence as a final part of the evaluation exercise.

2.8 Negotiations

Negotiations will be held at the same address as "address to send information to the Client" indicated in the Appendix "A". The aim is to reach agreement on all points and sign a contract.

2.8.1 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. 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 ''Descriptions 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

2.8.2 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).

2.8.3 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 actually be 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.

2.8.4 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.

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

2.9 **Award of contract**

2.9.1 The Contract shall be signed following successful negotiations and provision of appropriate Professional Indemnity Cover by each of the members of the Consortium.

2.9.2 The selected consortium is expected to commence the assignment on the date of signing the contract.

2.9.3 The parties to the contract shall have it signed not earlier than 14 days from the date of notification of contract award unless there is an administrative review request.

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

2.9.5 The procuring entity shall give prompt notice of the termination to the tenderers and give its reasons for termination.

2.9.6 To qualify for contract signing, each of the firms within the consortium 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.

(e) Must be tax compliant.

2.10 Confidentiality

2.10.1 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.

2.11 Corrupt or fraudulent practices

2.11.1 The procuring entity requires that the consultants observe the highest standard 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.

2.11.2 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.

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

2.12 Restriction on entering into related Contracts

The consortium/consultant selected to carry out the assignment shall ensure that each firm in its consortium shall not enter into any other contract for the procurement of goods or works that follows from or is related to the original contract.

2.13 The method of selection is: **Request For Proposal (RFP) (Quality Based Selection Method)**

Appendix to information to consultants (Appendix A)

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 to consultants and the provisions of the Appendix, the provisions of the appendix herein shall prevail over

Clause Reference

2.14 The consultants are invited to submit a Technical Proposal only, as specified in the Appendix "A" for consulting services required for the assignment named in the Letter of Invitation (section I). The highest ranked firm of the technical proposal shall be invited to negotiate and enter into a contract on the basis of Cap 525 and Conditions of Engagement and Scales of Fees for Professional Services for Building Works, 1987 Edition and any amendments thereto prepared by the Ministry of Public Works. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.

2.15 Pre-bid site visit on **3rd March, 2021** at the County Assembly Grounds.

2.16 The Client will provide the following inputs:

(i) **Project brief**

(ii) **Ownership documents**

(iii) **Access to proposed site**

(iv) **Contract implementation team**

The name, objectives, and description of the assignment are: as per the Terms of Reference (T.O.R).

2.17 The address (es) and Email Address of the Client are:

The Clerk,
County Assembly of Kisumu
P.O Box 86 – 40100
Kisumu
Email: kisumuassembly@gmail.com

2.18 The minimum required experience of proposed key professional staff is as per clause III of the terms of reference, proof of such registration with the relevant professional body and current licenses.

2.19 For each proposal the candidates shall prepare the proposal in an **ORIGINAL AND A COPY**. Each Technical proposal shall be marked ''ORIGINAL'' AND'COPY as appropriate. If there are any discrepancies between the original and copy of the proposal, the original shall govern.

2.20 The original and the copies of the Technical proposal shall be placed in a sealed envelope clearly marked ''TECHNICAL PROPOSAL''. The envelope shall be placed in an outer envelope and sealed. The outer envelope shall bear the procuring entity's address and other information indicated in the appendix to the instructions to candidates and clearly marked **''DO NOT OPEN''** before **8th March, 2021, 11.00 a.m.**(East Africa time).

2.21 The completed Technical Proposals must be delivered at the submission address on or

Before **8th March, 2021 at 11.00a.m** to the Client's address:

Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.

2.22 After the deadline for submission of proposals, the technical proposals shall be opened immediately by the opening committee.

2.23 The evaluation committee appointed by the procuring entity to evaluate the technical proposals shall carry out the evaluation following the criteria set out in the terms of reference.

2.24 The minimum technical score shall be 80%. The bidder with the highest evaluated technical score above the set minimum will be invited for negotiations.

SECTION III: TERMS OF REFERENCE

REQUEST FOR PROPOSALS FOR PROVISION OF CONSULTANCY SERVICES FOR DESIGN AND SUPERVISION OF CONSTRUCTION OF ULTRA-MODERN KISUMU COUNTY ASSEMBLY CHAMBERS/OFFICES AND ASSOCIATED WORKS

3.1 BACKGROUND

The County Assembly of Kisumu through the approved allocation for development under the Financial year 2020/2021 and the subsequent years intends to apply the sum of Kenya Shillings Five hundred Million (KSh 500,000,000/=) being the approved ceiling for the construction of Kisumu county assembly chambers and offices.

3.2 OBJECTIVE

Since the onset of devolution, the Kisumu County Assembly has been operating in the then County council chamber alongside Education blocks as Assembly chambers and offices respectively. The chamber and offices as they are, are squeezed and cannot accommodate all staff members and MCAs. There is also not enough space for both public and speakers gallery. The main objective is therefore to have a design followed by construction of an ultra-modern assembly chambers and offices alongside associated works for both staff and MCAs. It's hoped that the design and construction of the complex will be executed through eco-architecture and environmentally sensitive designs, with very low impact on the environment.

3.3 CONCEPTUAL DESIGN AND PLAN

A conceptual design and plan shall be prepared by the consultant in consultation with the client. Kisumu County Assembly does not guarantee that any data available at the onset of the project is fully correct, updated, and applicable to the project at hand. The winning bidder is responsible for the accuracy and applicability of all data.

Prospective bidders may introduce an entirely new concept subject to the design parameters, performance standards and space requirements set by this TOR.

3.4 ORGANIZATIONAL STRUCTURE

Kisumu County Assembly is governed by County Assembly Service Board and has a total of 48 members of assembly (Elected and nominated) together with 86 staff members including subordinate and interns. An innovative approach to the design must be incorporated to accommodate future increase in personnel of |Kisumu County Assembly while the design of the Chambers must take into consideration the fact that Kisumu is a regional city and county.

3.5 PROJECT DESCRIPTION AND LOCATION

The project is to be implemented in two (2) stages namely the design stage and construction stage. In the design stage, the consultant shall be required to prepare and submit design plans that is compliant with the design parameters and performance specifications set by this TOR. The construction stage shall commence after all clearances and/or permits from Kisumu County assembly and approving authorities are issued to the consultant.

The complex building shall be designed for three (3) storeys with basement and will be constructed on approximately two acre parcel within Milimani Ward of Kisumu County, Kisumu City. Prospective bidders shall be required to submit a construction schedule incorporating the above-mentioned arrangement.

The design shall be prepared to meet applicable requirements of the Laws, Codes and Standards relating to; Buildings, Fire, Occupational safety and Health standards as well as other laws covering environmental concerns and regulations

In cases where there are conflicts in the provisions of the above stated Laws, Codes and Standards, the most stringent provision shall apply.

The services will be carried out in Kisumu City. The Consultant shall therefore be based in Kisumu or at least in Kenya during this period and should maintain regular contact with the Client.

3.6 DESIGN PARAMETERS AND PERFORMANCE STANDARDS

The design parameters and performance standards are required to ensure that all aspects in the design and construction stages attain minimal impact to the environment while providing Kisumu County Assembly with an ultra-modern complex (Chambers and offices) that is resilient, of high standards and in harmony with its surroundings.

3.6.1 Design Parameters:

(i) Site Analysis.

A detailed site analysis shall be conducted for the purpose of analysis, recording and evaluating information on the site and its surroundings. The result of the analysis shall be used in the design process.

The analysis shall include:

- Building Orientation;
- Wind Direction;
- Soil Type and Condition;
- Topography;
- Vegetation and Natural Features;
- Precipitation & Hydrology;
- Surrounding land uses & buildings;
- Prominent Vision lines / Visual linkages; and
- Locally available resources

(i) Site Planning

This parameter shall be incorporated during the design of the building and shall include:

- Shape, size and orientation of the area where the building will be built;
- Levels and contours of the area and its surroundings;
- Height of existing buildings and its surroundings;
- Open spaces surrounding the property
- Natural or man-made structures
- Pine trees within and surrounding the area
- Street including drainages and utility poles
- Movement system through and around the site

(ii) Building Envelope. This involves using exterior wall materials and designs that are climate-appropriate, structurally sound and aesthetically pleasing.

- Support (Resistance to and transfer of structural and dynamic loads)
- Control (Control of air, water and heat flow)
- Finish (Desired aesthetics on the inside and outside of the building)

(iii) Engineering and Architectural Parameters.
Design of the building shall be responsive to economic, environmental, and cultural conditions through the following:

- *Building Height and Massing*. Height of the building in relation to its overall configuration.

- *Space Planning*. Office and equipment space needs of Kisumu County Assembly of Kisumu (CAK) shall be addressed. Special attention should be made to the selection of interior finishes and art installations, particularly in entry spaces, conference rooms and other areas with public access.

- *Functional / Operational Planning*. The building design must consider the integrated requirements of the different offices, departments and units of CAK. This includes the desired image, degree of public access, operating hours, growth demands, security issues and vulnerability assessment results, organization size and group assembly requirements, electronic equipment

and technology requirements, acoustical requirements, special floor loading and filing/storage requirements, special utility services, any material handling or operational process flows, special health hazards, use of vehicles and economic objectives.

Some of the existing key offices include:- Office of the Speaker, Office of the Deputy Speaker, Office of the Leader Majority, Office of the Leader of Minority, Office of the Majority Whip, Office of the Minority Whip, Office of the Clerk of Assembly, Office of the Deputy Clerk, Offices of the County Assembly Service Board Members, Office of the Human Resource Management and Administration, Office of the Supply Chain Management, Office of Finance and Accounts, Audit Office, Office of the Committee Clerks and the Clerks at the Table, Library Office, Office of the Sargent At Arms, Hansard Office, ICT Office, Legal Office, Budget Office and Public Relations Office amongst Others.

- *Flexibility*. The office must easily and economically accommodate frequent renovation and alteration. These modifications may be due to management reorganization, personnel shifts, changes in business models, or the advent of technological innovation, but the office infrastructure, interior systems, and furnishings must be up to the challenge.

- *Employee Productivity*. Employee satisfaction, health, and comfort are of primary concern. Strategies such as excellent indoor air quality, access to windows and views, opportunities for interaction, and natural light are some of the factors that contribute to improved workplace that are important to the health and psychological well-being of the occupants. Special consideration must be given to noise control in open office settings, with absorptive finish materials, masking white noise.
- *Technical Connectivity*. Technology is an indispensable tool for CAK. The office building shall be planned to have a well distributed, robust, and flexible IT infrastructure. All technological systems such as audio/visual systems, speaker systems, internet access, Local Area Networks (LAN) / Wide-Area Networks (WAN) / Wireless Fidelity (WI-FI) and Voice-over Internet Protocol (VoIP) shall be a major component of the design.

(b) Performance Standards.

The design and construction of the building shall conform to the following standards:

- Energy Efficiency. Requires the adoption of efficient practices, designs, methods and technologies that reduce energy consumption resulting in cost savings.
- Water Efficiency. Requires the adoption of efficient practices, plan, design, materials, fixtures, equipment and methods that reduce water consumption resulting in cost savings.
- Material Sustainability. Material Sustainability governs all matters related to resource efficiency and material selection and use with the least impact on the environment.
- Solid Waste Management. Efficient waste management requires the adoption of efficient waste management practices and use of eco-friendly materials.
- Site Sustainability. Requires the adoption of planning, design, construction and operation practices that minimize the adverse impact of buildings on ecosystems and water resources.
- Indoor Environmental Quality. Requires the adoption of efficient design and operation practices that take into consideration the building environment to improve occupant health, productivity and safety.
- Total Quality Management: Requires the adoption of ISO Standards in the entire process.

(vii) SCOPE OF WORKS

The scope of works for the project shall involve the following activities:

- **Preliminary Investigations.** These shall include, among others, information on soil, geotechnical, hydrologic, hydraulic, seismic, traffic, and environmental conditions that shall be used to define project design of the building and to set the basis for the financial proposal of the prospective bidders.

- **Preliminary Survey and Mapping.** These shall determine boundaries and provide stationing along control lines to establish feature and design criteria location and identify existing and future right-of-way limits and construction easements associated with the project.

- **Preparation of Detailed Engineering and Design**. Upon award of the design and supervision contract, the winning bidder shall be responsible for the preparation and submission of all necessary detailed engineering investigations, surveys and designs as stated hereunder. CAK has the right to require other documents as it may deemed necessary.
    1. Survey Plan and Returns
    2. Site Investigation Report
    3. Soils and Foundation Investigation Report
    4. Construction Materials Investigation Report
    5. Design Plans Aside from the Architectural and Engineering plans required as per building codes and statutes, the following shall be required:
        a. Demolition Plan and inventory of recovered materials of the existing structures; and
        b. Furniture Lay-out Plan, List of furniture and Specifications.

6. Technical Specifications
7. Bill of Quantities and Cost Estimates
8. Program of Work
9. Proposed Construction Schedule (and estimated Cash Flow
10. Site or Right-of-Way Plans including Schedule of Acquisition (if applicable)
11. Utilities Relocation Plan
12. Design Report
13. Environmental Impact Statement for critical project as defined by the Department of Environment and Natural Resources
14. Construction Safety and Health Program
15. Value Engineering Studies

(d) Construction and Completion Stage. The Consultant shall be fully responsible for the supervision of the construction works for the identified initial construction phasing of the first phase project. The services under this phase shall only commence after successful implementation of the services described in stages 1, 2 and 3.

The Consultant shall appoint a representative (Team Leader) and experienced resident staff who will be assigned to supervise all the site works to final successful completion of the contract. The Consultant's duties and responsibilities shall therefore include, but not limited to, the following: -

(i) Ensure that the Contractor mobilizes and supplies to the contract all plant, equipment and machinery that has been committed in the tender and ensure that all such items of plant remain on the contract until their release has been authorized.
(ii) Approve the Contractor's work program, method statements, and material sources.
(iii) Ensure that quality of materials brought to the site and quality of construction activities is compliant to with requisite specifications.
(iv) Ensure the Contractor establishes testing laboratories and testing procedures including Quality Management System.
(v) Conduct regular site inspections and prepare minutes and/or reports of the same.
(vi) Prepare and submit reports as defined in the terms of reference
(vii) Prepare regular financial reports related to progress of the project.
(viii) Approve and/ or issue working drawings, approve the setting out of the works and give instructions to the contractor.
(ix) Maintain records, correspondences and diaries
(x) Verification of Contractors monthly statements, claims and other documents to ensure compliance with contract.
(xi) Inspect the works at appropriate intervals during the defects liability period and certify the defects liability certificate for issuance by the Client.

(xii) Assessment of claims notified by the Contractor and potential claims and advises the Client on the appropriate action.

(xiii) Ensure the Contractor introduces, establishes and maintains appropriate and mandatory health and safety measures and procedures on site.

(xiv) Carry out valuations of work done and completed and issuance of interim payment certificates for the Client's approval.

(xv) Carry out all administration work related to the project supervision requirements.

(xvi) Prepare and submit "as-built" drawings, together with the Final Completion Report for the project.

(xvii) Prepare and submit detailed inventories on all the facilities including buildings, roads, drainage structures, traffic signs and all other basic construction details.

(xviii) After issuing Certificate of practical Completion, the Consultant shall during the Defects Liability Period:

- Check the completed works section by section
- Supervise the construction of the outstanding works and/or remedial works and issue necessary approvals; and
- One month before the end of the defects liability period, carry out joint inspection of the remedied/ completed works along with the Contractor's Representatives and those of the Client, and if found satisfactory, issue a Completion Certificate and thereafter prepare for commissioning of the facility and takeover. The Consultant shall then prepare a Final Certificate of Payment to the Contractor and a Final Statement of Account and make recommendations for the release of outstanding Contractor's bonds, guarantees, and retention monies.

(xix) At the end of the defects liability period, the Consultant shall secure and compile maintenance and operational manuals, occupational permits, fire protection certificates, Utility Inspector's Certificate for proper commissioning of the completed built premises.

(viii) PROCUREMENT PROCESS

Following the procedures and requirements for a design and supervision scheme, the following additional requirements shall be included in the consultant's report:

(a) Preliminary Conceptual Design Plans.

(i) At least four (4) perspective views of the building;

(ii) Floor plans;

(iii) Four (4) elevations;

(iv) Two (2) sections

(v) A 3D visual presentation of the building including a walk-through animation of the interior and exterior views.

(b) Value engineering analysis of design and construction method.

(c) Preparation of Bidding Documents

Based on the approved initial construction phasing of the first phase project Detailed Design Report, the Consultant shall prepare and submit to the Client, bid/tender documents consisting of bid notices, instructions to bidders, bid data, evaluation methodology and criteria, bidding forms, statement of requirements, conditions of contract (general and special) all in accordance with Public Procurement and Asset Disposal Act 2015 In addition, the Consultant shall provide the Client technical support to procure the contractors(s) during the tendering process.

The technical support will include assistance to the Client in the following areas; responding to requests for clarification of the bidding documents, managing the site inspection and pre-tender meeting, opening and evaluation of bids, preparation of Bid Evaluation Report, preparation of the works contract documents and contract negotiations.

(ix) **SPACE REQUIREMENTS**

Aside from the space requirements, the following shall be incorporated in the space planning:

(a) Lactation Station
(b) Pantry in the ground floor
(c) Mini-conference room
(d) Rain water collector
(e) Off-street parking
(f) Sewer Treatment/ connection provisions
(g) Server Room
(h) CCTV Control Room
(i) Records Storage Room
(j) Vault
(k) Health and wellness Room
(l) Mini-Library
(m) Cafeteria/Canteen
(n) Swimming pool

(x) GENERAL CONDITIONS

There shall be no cutting of existing larger established Trees. However Trees having a diameter at breast height of 15 centimeters and smaller may be earth-balled subject to existing laws or regulations of the Department of Environment and Natural Resources

The demolition or clearing of the existing structures within the Property shall only be conducted after securing the necessary permits or clearances. In cases where developmental permits from other National Government Agencies need to be secured, CAK will endorse such applications to the concerned Agencies.

(xi) CONSULTANCY TEAM

The Consulting firm shall provide a team who are registered/ accredited with a body officially recognized in the country of origin of the individual consultant. As a minimum, the team will comprise professional staff with the following qualifications and competencies:

Team Competence, relevant experience and qualifications:

The minimum key professional staff in the proposed consortium for the assignment shall include: Architects, Quantity Surveyors, Engineers (Civil & Structural), urban planning and environmental consultants, who must be Kenyan registered and practising professionals. The key professional staff may associate with other consultants both locally and internationally, that have relevant experience to this assignment. The consortium may also propose other consultants that it thinks are relevant to this assignment.

The minimum required experience of the key consortium team members;

1. The lead consultant of the consortium must be a Kenyan registered architectural firm and a member of the Board of Registration of Architects and Quantity Surveyors. The team leader from the lead consultant of the consortium must have experience, restoration and conservation projects with at least 15 years post registration experience in Kenya.

2. The lead project quantity surveyor must be a Kenyan registered quantity surveyor firm and a member of the Board of Registration of Architect and Quantity Surveyors. The lead quantity surveyor must have experience in both public and private sector projects with at least 10 years post registration experience in Kenya.

3. The lead project civil and structural engineer must be a Kenyan registered civil and structural engineering firm and a registered member with the Engineers Registration Board in Kenya. The lead project civil engineer must have experience in both public and private sector projects with at least 10 years post registration experience.

4. The lead urban planner must be a registered member with the Planners Registration Board in Kenya. The lead project urban planner must have at least 10 years post registration experience

5. The lead project environmental consultant must be a registered environmental consultant with the National Environmental and Management Agency (NEMA) with at least 5 years post registration experience and preferably with experience in projects of similar nature.

6. Other experts/ specialists/ consultants proposed for the assignment must be professionals with at least 5 years working experience for works of similar size and nature.

(xii). Counterpart Facilities and Services

The Client will make available to the Consultant, the following data, documents and information:

(a) Project Coordinator, who will form the contact-point for communication between the client and other stakeholders.
(b) Communication and coordination necessary for processing and release of payments by the Client.
(c) Provide a site and any clearances or other action necessary relating to land lease for the target plot.

Except for what is listed above, no facilities or resources will be supplied by the Implementing agency. Offices and transport, for the consultant's full-time staff (all furnished and equipped together with appropriate services, maintenance and consumable stores) for the assignment will be provided through works contracts.

(xiii) Man Month Requirement

Suitable and adequate personnel shall be deployed by the consultant for sufficient periods for the assignment. While Consultants should propose the best team and allocate optimum durations to meet the anticipated needs, below is an indicative man-weeks requirement for the assignment. The consultant shall be free to assign appropriate man-weeks to respective experts according to the need within the overall timeline of 24months (design and supervision)

Subsequently the implementation program and roll out will be agreed with the consultant during the course of the project program.

(xiv). REPORTING REQUIREMENTS

The project reporting will be as indicated in the table below. Each set of activities shall be followed with a detailed report. The time schedule for submission of reports is indicated in the table.

The Consultant shall be required to complete, to the satisfaction of the Client all the different sets of activities of the assignment within the time frame indicated in the table.

Four (4) hard copies and the electronic version of the reports referred to below must be submitted to the Client. The reports must be written in English.

Name of report	*Content*	*Time of submission*
Design review	*Description of progress (technical and financial) and shall include: Final working designs, Final Bill of Quantities, Technical Specifications and Tender Documents.*	*Within Four (4) weeks of commencement.*
Progress report (works supervision)	*Description of progress (technical and financial) including problems encountered and proposed solutions. Shall include: Updated works schedules, Material test reports and Valuation certificates.*	*Every month during the implementation period.*
Progress report (practical completion)	*Description of progress (technical and financial) including problems encountered and proposed solutions. Shall include final inspection checklist at the practical completion stage.*	*At practical completion before the start of defect liability period (DLP).*
Draft Completion Report	*Description of achievements, problems encountered and recommendations. Shall include conclusions of the two verification missions during the DLP.*	*Within 1 month before the end of the DLP.*
Completion Report	*Description of achievements including problems encountered and recommendations.*	*Within 1 month of receiving comments on the draft completion report from the Client.*

(xv). FACILITIES AND SERVICES TO BE PROVIDED BY THE CONSULTANT

The Consultant shall ensure that experts are adequately supported and equipped. In particular it shall ensure that there are sufficient administrative and secretarial services to enable experts to concentrate on their primary responsibilities. The Consultant shall also provide its team of experts with adequate facilities (PC or laptop, UPS, printer, etc.) and software aimed to successfully implement the assignment as per the Terms of Reference.

The Consultant shall be responsible for accuracy of all the data used in project preparation and the subsequent output. The Consultant shall indemnify the Client against any inaccuracies in the work. For this purpose the Consultant shall furnish professional indemnity insurance for an amount equivalent or more than contract sum. The guarantee shall be valid for a period of 1 year from the date of submission of the final report.

The Consultant's financial proposal is deemed to be inclusive of all costs related to the implementation of the services and preparation of project reports.

3.7 TERMS OF PAYMENT

Terms of payments shall be as per the financial proposal negotiated and agreed upon as per the **''CONDITIONS OF ENGAGEMENT AND SCALES OF FEES FOR PROFESSIONAL SERVICES FOR BUILDING AND CIVIL ENGI NEERING WORKS SECOND EDITION (1987) PART 1— BUILDING WORKS AND ANY AMENDMENTS THERETO PREPARED BY THE MINISTRY OF PUBLIC WORKS**''.

Bidding firms must provide a statement of capability indicating that they are qualified to perform the service.

SECTION IV: TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

1. In preparing the technical Proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all required information shall be at the consultants own risk and may result in rejection of the consultant's proposal.

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. The technical proposal shall not include any financial information.

Detailed Evaluation of Technical Proposal: Score Sheet

Minimum Technical Score required to pass: **80 Points**

	Evaluation Criteria	**Points**
1	Composition and Organisation structure of the consortium team. Specific experience of the Consortium team must include:	**TOTAL POINTS: 30**
	1. Experience in atleast five projects, building construction and design with emphasis on architecture, design for public spaces and Assembly Structures within the last ten years	10
	2. Examples of projects designed for public space, and Assembly Structures.	5
	3. Experience in master-planning projects with evidence of at least five relevant and successful projects within the last 10 years indicating project name, value and specific role of the consortium team members. (Show proof e.g. reference letters or completion certificates e.t.c)	10
	4. Experience in structuring public space and projects, including urban space management strategies, branding and place making strategies, public stakeholder engagement, urban design, landscape design, etc.	5
2	**Technical Adequacy:**	**TOTAL POINTS: 40**
	1. Demonstrate an understanding of the site, the terms of reference on the assignment with respect to a design approach, project structuring and finance and implementation strategy.	20
	2. Proposed Methodology and Work plan from inception to implementation	10
	3. Provide any proposals and suggestions to improve the terms of reference and project implementation plan.	5
	4. Ability to mobilize and implement a fast track project program.	5
3	**Team Competence, relevant experience and qualifications:** The minimum required experience of the key consortium team members;	**TOTAL POINTS: 30**

	1. (i) The lead consulting firm of the consortium must be a Kenyan registered architectural firm and a member of the Board of Registration of Architects and Quantity Surveyors. The team leader from the lead consultant of the consortium must have experience in master planning, building construction, Architectural and design projects with at least fifteen years post registration experience in Kenya. (Show proof of relevant certifications from recognized bodies / institutions)	7
	(ii) ISO Certification of the lead consulting firm (show proof)	3
	2. The lead project quantity surveyor must be a Kenyan registered quantity surveyor firm and a member of the Board of Registration of Architect and Quantity Surveyors. The lead quantity surveyor must have experience in both public and private sector projects with at least ten years post registration experience in Kenya.	5
	3. The lead project civil and structural engineer must be a Kenyan registered civil and structural engineering firm and a registered member with the Engineers Registration Board in Kenya. The lead project civil engineer must have experience in both public and private sector projects with at least ten years post registration experience.	5
	4. The lead project environmental consultancy firm must be a registered environmental consultant with the National Environmental and Management Agency (NEMA) with at least ten years post registration experience and preferably with experience in projects of similar nature.	5
	5. The lead urban planner must be a registered member with the Planners Registration Board in Kenya. The lead project urban planner must have at least ten years post registration experience	3
	6. Other experts/ specialists/ consultants proposed for the assignment must be professionals with at least 5 years working experience for works of similar size and nature. **Note: Provide Registration Certificate and current practising license with relevant registration boards.**	2
	TOTAL POINTS:	**100**

Each responsive proposal will be given a technical score. The proposal that shall have satisfied the mandatory requirements, scored the highest points and passed due diligence process will be recommended for Award. Upon Award, the client will promptly notify other consortiums that they were unsuccessful. The successful bidder shall be invited for negotiations.

Notes on the Criteria

i) Specific experience of the consultants related to the assignment

The proposal should clearly demonstrate the experience of the individual firms within the Consortium/consultant in carrying out work of similar nature, cost and magnitude. The Consortium/consultant should bear in mind that the proposed project consists of preparation of project implementation plan for the proposed Construction.

ii) Adequacy of the Proposed Work Plan and Methodology

The proposal should present the methodological approach and the programme of works in such a way that their suitability in regard to the Terms of Reference can be assessed and they can be compared with other proposals. This includes a statement of the works organizational plan and the logistics.

The text should clearly state how the project activities are to be undertaken, the resources to be utilized and how the work is to be allocated among the Consortium members/consultant. It should also state how the Consortium/ consultant will co-ordinate various activities with the Client and other relevant parties. The Consortium/ consultant should also describe the control and monitoring systems that they intend to employ to ensure successful completion of the project in terms of quality, time, cost, energy efficiency and any new innovations. Information under this item should be clearly indicated on the "Description of the Methodology and Work Plan for Performing the Assignment" under section V (5.4) of this document.

iii) Qualification and competence of the Key Staff for the assignment

The biographical data on the personnel should have a cover sheet containing a summary and include here or in the text brief statements by the applicants on their suitability for the envisaged work and function.

Information under this item should be clearly indicated on the "Format of Curriculum Vitae (CV) For Proposed Professional Staff" form under section V (5.6) of this document.

SECTION V - BID FORMS

Each firm within the consortium shall be required to provide its own separate forms duly filled and signed.

These standard forms shall include:

1. Technical proposal submission form

2. Firm's references

3. Comments and suggestions of consultants on the Terms of reference and on data, services and facilities to be provided by the procuring entity

4. Description of the methodology and work plan for performing the assignment

5. Team composition and Task assignments

6. Format of curriculum vitae (CV) for proposed Professional staff

7. Time schedule for professional personnel

8. Confidential Business Questionnaire

9. List of currently on-going projects

5.1 Technical Proposal Submission Form

(Lead Consultant's Letter Head)

[_____ *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. Members of our consortium include the following firms: [indicate *Name of Firm; Name and title of signatory*]

1. Architectural Services…….*Authorized Signature]:*
2. Quantity Surveying Services……. *Authorized Signature]:*
3. Mechanical Engineering Services…… *Authorized Signature]:*
4. Electrical Engineering Services…… *Authorized Signature]:*
5. Civil/Structural engineering Services.. …… *Authorized Signature]:*
6. Landscape Architecture Services……. *Authorized Signature]:*
7. *Environmental Impact Assessment Services…….. Authorized Signature]:*
8. Interior Design Services ……. *Authorized Signature]:*

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:]*

5.2 Firm's References

Relevant Services Carried out 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.

Provide client recommendation/confirmation letters.

<table>
<tr><td colspan="2">Assignment
Name:</td><td>Country:</td></tr>
<tr><td colspan="2">Location within Country:</td><td>Professional Staff provided by your Firm or Entity (profiles):</td></tr>
<tr><td colspan="2">Name of Client:</td><td>Client's contact person for the assignment.</td></tr>
<tr><td colspan="2">Address:</td><td>No. of Staff-months; Duration of Assignment:</td></tr>
<tr><td>Start Date (Month/Yr)</td><td>Completion Date (Month/Yr)</td><td>Contract Value of project (in Current Ksh):</td></tr>
<tr><td colspan="2">Name of Associated Non-state actors, If Any:</td><td>No. of Month of Professional Staff provided by Associated consultants:</td></tr>
<tr><td colspan="3">Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:</td></tr>
<tr><td colspan="3">Narrative Description of Project:</td></tr>
</table>

Description of Actual Services Provided by your Staff:

_____

Firm's Name:_____

Name and title of signatory:_____

5.3 Comments and Suggestions of Consultants on the Terms of Reference and on Data, Services and Facilities to be provided by the Procuring Entity

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.

5.4 Description of the Methodology and Work Plan for Performing the Assignment

5.5 Team Composition and Task Assignments

1. Technical/ Managerial staff

Name	Position	Task

2. Support staff

Name	Position	Task

5.6 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 location].

_____

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 organisations, titles of positions held, and locations of assignment]

_____

Certification:

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

_____Date _____
[Signature of staff member]
_____Date _____

[Signature of authorized representative of the firm]

5.7 Time Schedule for Professional Personnel

Months (in Form of a Bar Chart)

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

Report due:_____
Activities Duration: _____

Signature: _____
(Authorised representative)
Full Name: _____
Title: _____
Address: _____

5.8 Confidential Business Questionnaire Form

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

Part 1 – General:

Business Name ……..

Location of business premises. ……..

Plot No…… Street/Road ……..

Postal Address …….. Tel No/Mobile. …… ……E mail ……

Nature of Business,……..

Registration Certificate No. ……VAT Reg. No …….

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

Name of your bankers ……..…….. Branch ……Bank Account ……..…

Part 2 (a) – Sole Proprietor

Your name in full …….. Age ……..

Nationality …… Country of origin …….

No. of employees …… ID/Passport No. …….

- Citizenship details ……

Part 2 (b) Partnership

Given details of partners as follows:

	Name	Nationality	Citizenship Details	Shares%	ID/Passport No.
1.	……..……..….				
2.	……				
3.	……..….				
4.	……..……..….				

No. of employees ……

Part 2 (c) – Registered Company

Private or Public …….

State the nominal and issued capital of company-

Nominal Kshs. ……

Issued Kshs. ……

Given details of all directors as follows;

Name	Nationality	Citizenship Details	Shares%	ID/Passport

	No. 1…… 2. …… 3. …… 4. …… No. of employees ……
Date …….. Signature of Candidate ……	

If a Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or registration.

5.9 List of Currently On-Going Projects

PROJECT NAME/ DESCRIPTION	PROJECT LOCATION	ROJECT VALUE	LEVEL OF COMPLETION	NAME AND ADDRESS OF CLIENT/PHONE	NAME OF PROFESSIONAL STAFF INVOLVED

Firm's name……...

Name and title of signatory……

Signature……..

SECTION VI: STANDARD FORM OF CONTRACT FOR CONSULTING SERVICES

REPUBLIC OF KENYA

STANDARD FORM OF CONTRACT

F O R CONSULTING SERVICES

(Large Assignments)

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SPECIAL NOTES

The Client agrees to pay the Consultants following delivery of certain outputs as per the reporting requirements in the contract.

The Contract includes four parts:

Form of Contract

General Conditions of Contract

Special Conditions of Contract

Appendices.

General Conditions of Contract

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 shillings;

(e) ''GC'' means these general Conditions of contract;

(f) '' Government'' means the Government of the Republic of Kenya;

(g) '' Local Currency'' means the Kenya Shillings;

(h) ''Member'' in case the Consultant consists of a joint venture of more than one entity, means any of these entities; ''Member'' means all these entities, and ''Member in Charge'' means the entity specified in the SC to act on their behalf in exercising all the Consultant's rights and Obligations towards the Client under this Contract;

(i) '' Party means the Client or the Consultant, as the case may be and ''parties'' means both of them;

(j) ''Personnel'' means persons hired by the Consultant or by any Sub-consultant as employees and assigned to the performance of the Services or by 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 Subcontract any part of the services in accordance with the provisions of Clause 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 in 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 representatives 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 Kenya, the amount of which is deemed to have included in the Contract price.

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 may be stated in the SC.
2.2	Commencement of Services	The Consultant shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective or at such other date as may be specified in the SC.

2.3 Expiration of Contract — Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period, 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

2.5.3 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 anything 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 Client shall make the following payments to the Consultant:

(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.

Obligations of the Consultant

3.1 General

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

3.2 Conflict of Interests

3.2.1 Consultant not to benefit from commissions, discounts etc

(i) Remuneration of the pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and the 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 any Sub consultant and any of his affiliates, shall be disqualified from providing goods, works or services (other than the services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Consultant nor his sub consultant(s) nor their personnel shall engage, either directly or indirectly in any of the following activities:

(a) during the term of this contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract; or

(b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Consultant, his sub consultant(s) and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4 Insurance to be Taken Out by the Consultant

The Consultant

(a) shall take out and maintain and shall cause any sub consultant(s) to take out and maintain, at his (or the sub consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks and for the coverage, as shall be specified in the SC; and

(b) at the Client's request shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultant's Actions Requiring Client's Prior Approval

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

(a) entering into a sun contract for the performance of any part of the Services,

(b) appointing such members of the personnel not listed by name in Appendix C (" Key Personnel and Sub consultants").

3.6 Reporting Obligations

The Consultants shall submit to the Client the reports and documents as specified in the Appendix A 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 documents and software. Neither Party shall use these documents without prior approval of the other Party.

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 and Sub consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal and/ or Replacement of Personnel

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

(b) If the Client finds that any of the personnel have

(i) committed serious misconduct or have been charged with 57 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 client.

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

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 Chang 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) and (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.

Payment to the Consultant

6.1 Lump-sum Remuneration	The Consultant's remuneration shall not exceed the Contract Price and shall be fixed lump-sum including all staff costs, Sub consultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may 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 Additional Services	For the purposes of determining the remuneration due to additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendix 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 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 Sixty (60) days of receipt of invoice and the relevant documents specified in Clause 6.4. If the Client has delayed payments beyond ninety (90) 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.

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.

Special Conditions of Contract

This contract shall be subject to the provisions of the Conditions of Engagement and Scales of fees for professional Services for Building and Civil Engineering Works. Second Edition (1987) Part I- Building works and any amendments thereto prepared by the Ministry of Public Works save wherein such conditions are expressly excluded. Where such conditions contradict the provisions of this contract the provisions of this contract shall prevail.

Exclusions

Section 233 titled Adaptation by the Private Sector

General provisions

1.1 (h) The member in charge (also referred to as the Lead Consultant) is

_____ (name of Member)

1.4 The addresses are:

Client:

The Clerk,

County Assembly of Kisumu,

P.O Box 86-40100, Kisumu

Email: kisumuassembly@gmail.com

Consultant: _____

Attention: _____

Telephone: _____

Telex: _____

Facsimile: _____

1.6 The Authorised representative are:

For the client: (Appointee)

(_____)

For the Consultant: _____

(_____)

Information to Consultants (ITC)

2.2 The candidates are invited to submit a technical proposal for consulting services required for the assignment stated in the letter of invitation (Section I).

2.2 The period shall be agreed between the parties in writing.

Obligations of the Consultant

3.2.3 (b)None

3.4 The risks and coverage shall be:

(i) Professional indemnity- As defined by Client

(ii) Loss of or damage to consultant's equipment and property.

Financial proposal standard forms- Does not apply

Appendices

Appendix A- Description of the Services

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

Appendix B- Reporting Requirements

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

Appendix C- Key Personnel and Sub-consultants

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

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

Appendix D- Breakdown of Contract Price in Foreign Currency

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

Monthly rates for Personnel (Key personnel and other Personnel).

Reimbursable expenditure.

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

Appendix E- Breakdown of Contract Price in Local Currency

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

Monthly rates for Personnel (Key Personnel and other Personnel).

Reimbursable expenditures.

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

Appendix F- Services and Facilities Provided by the Client

ANNEX II- CONTRACT FOR CONSULTING SERVICES- Large Assignments and Small Assignments

Time –Based payments

SAMPLE CONTRACT FOR CONSULTING SERVICES

SMALL ASSIGNMENTS

TIME –BASED PAYMENTS

CONTRACT

This Agreement (hereinafter called'' the contract'' is entered into this_____ {Insert starting date of assignment}, by and between_____{Insert Client's name} of {or whose registered office is situated at}_____{Insert Client's address} {Hereinafter called ''the Client''} of the one part AND

_____(Insert Consultant's name) of (or whose registered office is situated at]_____ {Insert Consultant's address}{Hereinafter called ''the Consultant'''} of the other part.

WHEREAS, the Client wishes to have the consultant perform the services, (hereinafter referred to as ''the Services'', and

WHEREAS, the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services (i) The Consultant shall perform the services specified in Appendix A, 'Terms of Reference and scope of services,'' which is made an integral part of this Contract.

(ii) The Consultant shall provide the report listed in Appendix B, ''Consultant's Reporting Obligations,'' within the time periods listed in such Appendix and The personnel listed in Appendix C,'' Cost Estimate of services, list of Personnel and Schedule of Rates'' to perform the services.

2. Term The Consultant shall perform the services during the period commencing _____ {Insert start date) and continuing through to _____ (Insert completion date} or any other period(s) as may be subsequently agreed by the parties in writing.

3. Payment A. Ceiling

For Services rendered pursuant to appendix A, the Client shall pay the Consultant an amount not to exceed a ceiling of _____ {Insert ceiling amount}. This amount has been established based on the understanding that it includes all of the Consultant's profits as well as tax obligation that may be Imposed on the Consultant. The payments made under the Contract consist of The Consultant's remuneration as defined in sub-paragraph (B) below and of the Reimbursable expenditures as defined in sub-paragraph(C) below.

B. Remuneration

The Client shall pay the Consultant for Services rendered at the rate(s) per man/ month spent (or per day spent or per hour spent, subject to a maximum of eight hours per day In accordance with the rates agreed and specified in Appendix C, '' Cost Estimate of Services, list of personnel and Schedule of rates''.

C. Reimbursables

The Client shall pay the Consultant for reimbursable expenses which shall consist of and be limited to:

(i) Normal and customary expenditures for official road and air travel, accommodation, printing and telephone charges; air travel will be reimbursed at the cost of less than first class travel and will need to be authorized by the client's coordinator;

(ii) Such other expenses as approved in advance by the Client's coordinator.

D. Payment Conditions

Payment shall be made in Kenya shillings unless otherwise specified not later than thirty (30) days following submission of invoices in duplicate to the Coordinator designed in Clause 4 here below. If the Client has delayed payments beyond thirty {30} days after the 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.

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

4. Project Administration

A. Coordinator

The Client designates_____{Insert name} as Client's Coordinator; the Coordinator shall be responsible for the Coordination of activities under the Contract, for receiving and approving invoices for payment and for acceptance of the deliverables by the Client.

B. Timesheets.

During the course of their work under this contract, including field work, the consultant's employees, providing services under this Contract may be required to complete times sheets or any other document used to identify time spent as well as expenses incurred, as instructed by the project Coordinator.

C. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the services which will clearly identify all charges and expenses. The Client reserves the right to audit or to nominate a reputable accounting firm to audit the Consultant's records relating to amounts claimed under this Contract during its term and extension and for a period of three months thereafter.

5. Performance Standard

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Confidentiality	The Consultant shall not, during the term of this contract and within two years after its expiration, disclose any proprietary or confidential information relating to the services, this Contract or the Client's business or operations without the prior written consent of the Client.
7. Ownership of Material	Any studies, reports or other material, graphic, software or otherwise prepared by the Consultants for the Client's under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
8. Consultant Not To be engaged In Certain Activities	The Consultant agrees that during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services {other than the Services or any continuation thereof} for any project resulting from or closely related to the Services.
9. Insurance	The Consultant will be responsible for taking out any appropriate insurance coverage.
10. Assignment	The Consultant shall not assign this Contract or Subcontract any portion thereof without Client's prior written consent.
11. Law Governing Contract and Language	The Contract shall be governed by the Laws of Kenya and the language of the Contract shall be English language.
12. Dispute Resolution	Any dispute arising out of this contract which cannot be amicably settled between the parties shall 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.

FOR THE CLIENT

Full Name: _____

Title:

_____

Signature:_____

Date: _____

FOR THE CONSULTANT

Full Name: _____

Title:

_____

Signature:_____

Date: _____

LIST OF APPENDICES

Appendix A: Terms of Reference and Scope of services

Appendix B: Consultant's reporting Obligation

Appendix C: Cost Estimate of Services, List of Personnel and Schedule of Rates

APPENDIX C

Cost Estimate of Services, List of Personnel and Schedule of Rates

Remuneration of staff

	Name	Rate (per month/day/hour in currency)	Time spent (number of month/day/hour)	Total (currency)
(a) Team leader				
(b)				
(c)				
Sub-total (1)				

(2) Reimbursables

	Rate	Days	Total
(a) Air Travel			
(b) Road			
Transportation (c)Per			
Diem Sub-Total (2)			

TOTAL COST _____

Physical Contingency_____

CONTRACT CEILING _____

ANNEX III - SAMPLE CONTRACT FOR CONSULTING SERVICES - Small Assignments Lump- sum payments

SAMPLE CONTRACT FOR CONSULTING SERVICES

SMALL ASSIGNMENTS

LUMP-SUM PAYMENTS

CONTRACT

The Agreement, {hereinafter called ''the Contract'' is entered into this _____ {Insert starting date of assignment}, by and between_____

{Insert Client's name} of {or whose registered {insert office is situated at} _____{insert Client's address}{hereinafter called ''the Client''} of the one part AND

_____ {Insert Consultant's name} of {or whose registered office is situated at_____ {Insert Consultant's address}{Hereinafter called ''the Client''} of the other part.

WHEREAS the Client wishes to have the Consultant perform the services {hereinafter referred to as ''the Services'', and

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services

(i) The Consultant shall perform the Services Specified in Appendix A, Term of reference and scope of services,'' which is made an integral Part of this Contract.

(ii) The consultant shall provide the personnel listed in Appendix B, ''Consultants personnel,'' to perform the Services.

(iii) The consultant shall submit to the Client the reports in the form and Within the time periods specified in Appendix C, '' Consultants Reporting Obligations.''

2. Term

The Consultant shall perform the services during the period commencing on _____{Insert starting date} and continuing through to_____ {Insert completion date}, or any other Period(s) as may be subsequently agreed by the parties in writing.

3. Payment

A. Ceiling

For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to exceed _____ {Insert amount}. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of payments

The schedule of payments is specified below (Modify in order to reflect the Output required as described in Appendix C.)

Kshs_____ Upon the client's receipt of a copy of this Contract signed by the consultant;

Kshs_____upon the Client's receipt of the draft report

acceptable to the Client; and
Kshs_____ upon the Client's receipt of the final report, acceptable to the Client.

Kshs_____Total

C. Payment Conditions

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty (30) days following submission by the Consultants of invoices in duplicate to the Coordinator designated I clause 4 here below. 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 lending.

4. Project Administration

A. Coordinator

The Client designates _____ {Insert name} as Client's Coordinator; the coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverable by the Client and for receiving and approving invoices for payment.

B. Reports

The reports listed in Appendix C, ''Consultant's Reporting Obligation,'' shall be assignment and will constitute the basis for the payments to be made under paragraph 3.

5. Performance Standards

The Consultant undertakes to perform the services with the highest standards of professional ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this contract that the Client considers unsatisfactory.

6. Confidentiality	The Consultants shall not, during the term of this contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
7. Ownership of Material	Any studies, reports or other material, graphic, software or otherwise Material prepared by the Consultant for the Client under the contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
8. Consultant Not To be Engaged In certain Activities	The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant 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.
9. Insurance	The Consultant will be responsible for taking out any appropriate insurance coverage.
10. Assignment	The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
11. Law Governing Contract and Language	The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English Language.
12. Dispute Resolution	Any dispute arising out of the Contract which cannot be amicably settled between the parties shall 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.

FOR THE CLIENT

Full Name: _____

FOR THE CONSULTANT

Full Name: _____

Title: _____

Signature:_____

Date: _____

Title: _____

Signature:_____

Date: _____

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.

_____

_____

Please acknowledge receipt of this letter of notification signifying tender acceptance.

The contract/contracts shall be signed by the parties within 30days of the date of this letter but not earlier than 14 days from the date of the letter.

You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL ARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO……OF……20……..

BETWEEN

……APPLICANT

AND

……RESPONDENT (Procuring Entity)

Request for review of the decision of the……. (Name of the procuring Entity) of……..dated the ……day of ……20……..in the matter of Tender No ……of ……20……

REQUEST FOR REVIEW

I/We……..,the above named Applicant(s), of address: physical address……..faxes 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;

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

SECTION VII - STANDARD CONTRACT FORM

1. Individual Professional Consultants

(Lump-sum payments)

The contract form shall be completed by the procuring entity after the award of the contract and negotiation of the contract. It will be signed by both parties pursuant to the information to consultant's clause 2.10.2

This Agreement, [hereinafter called "the Contract") is entered into this _____ [Insert starting date of assignment], by and between.

_____ [Insert Client's name] of [or whose Registered office is situated at] _____ [insert Client's address] (hereinafter called "the Client") of the one part AND

_____ [Insert Consultant's name] of [or whose registered office is situated at] _____ [Insert Consultants address] (Hereinafter called "the Consultant") of the other part.

WHEREAS the Client wishes to have the Consultant perform the services [hereinafter referred to as "the Services", and

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:-

1. **Services** (i) The Consultant shall perform the Services specified in Appendix A, "Terms of Reference and Scope of Service, "which is made an integral part Of this Contract.

(ii) The Consultant shall provide the personnel listed Appendix B, "Consultant's Personnel," to perform the Services.

(iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, "Consultant's Reporting Obligations

(Appendices A, B, and C to be prepared as appropriate)

2. **Term**The Consultant shall perform the Services during the period commencing on [insert starting date] and through to [insert completion date], or any other period(s) as may be subsequently agreed by the parties in writing.

3. **Payment A**. Ceiling for Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to Exceed [insert amount]. This amount has been established based on the understanding that it includes all the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

The schedule of payments is specified below (Modify in order to reflect the output required as described in Appendix C.)

Kshs._____ Upon the Client's receipt of the Draft report, acceptable to the Client; and

Kshs._____ Upon the Client's receipt of the Final report, acceptable to the Client.

Kshs._____ Total

C. Payment Conditions

Payment shall be made in Kenya Shillings unless otherwise specified not later than ninety **(90)** days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 here below. If the Client has delayed payments beyond ninety **(90)** 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.

4. **Project** A. Coordinator

Administration The Client designates_____ as Client's Coordinator; the Coordinator will be responsible for the

Coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables, by the Client and for receiving and approving invoices for payment.

B. Reports

The reports listed in Appendix C, "Consultant's Reporting Obligations," shall be submitted in the Course of the assignment and will constitute the basis for the payments to be made under paragraph

5 **Performance Standards** The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. **Confidentiality** The Consultant shall not, during the term of this Contract and within two years after its expiration Disclose any proprietary or confidential Information relating to the Services, this Contract Or the Client's business or operations without the Prior written consent of the Client.

7. **Ownership of Material** Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

8. **Consultant Not to be Engaged in certain Activities** The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant 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.
9.	**Insurance**	The Consultant will be responsible for taking out any appropriate insurance coverage.
10.	**Assignment**	The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
11.	**Law Governing Contract and Language**	The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English language
12.	**Dispute Resolution**	Any dispute arising out of the Contract which cannot be amicably settled between the parties shall 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.

For the Client	For the Consultant
Full name_____	Full name_____
Title _____	Title _____
Signature_____	Signature_____
Date_____	Date_____

ANNEX I - CONTRACT FOR CONSULTANCY SERVICES- Large Assignment (Lump-Sum payments)

Between

COUNTY ASSEMBLY OF KISUMU.

AND

_____

[*name of the Consortium*]

Dated: _____*[date]*

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 consultants} of {or whose registered office is situated at} _____location of office}(hereinafter called the ''Consultant'') of the other part.

WHEREAS

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'');

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:

The following documents attached hereto shall be deemed to form an integral part of this Contract:

The General Conditions of Contract;

The Special Conditions of Contract;

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

The mutual rights and obligations of the Client and Consultants shall be as set forth in the Contract; in particular:

The Consultant shall carry out the Services in accordance

With the provisions of the Contract; and

The Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

For and on behalf of_____ {Name of Client}

{Full name of Client's authorised representative}_____

{Title} _____

{Signature}_____

{Date} _____

For and on behalf of_____{name of Consultant}

{full name of Consultant's Authorised representative}_____

{Signature} _____

{date} _____

FORM OF TENDER

TO: _____*[Name of Employer)* _____*[Date]*
_____*[Name of Contract]*

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of Kshs._____*[Amount in figures]*Kenya Shillings_____
_____*[Amount in words]*

2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Project Manager's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.

3. We agree to abide by this tender until _____*[Insert date],* and it shall remain binding upon us and may be accepted at any time before that date.

4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.

5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____20_____

Signature _____in the capacity of_____

duly authorized to sign tenders for and on behalf of _____*[Name of Employer]*
of_____[*Address of Employer]*

Witness; Name_____

Address_____

Signature_____

Date_____

FORM OF TENDER SECURITY

WHEREAS ……..(hereinafter called "the Tenderer") has submitted his tender dated …… for the construction of …… …… *(name of Contract)*

KNOW ALL PEOPLE by these presents that WE …… having our registered office at ……(hereinafter called "the Bank"), are bound unto ……(hereinafter called "the Employer") in the sum of Kshs…… for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents sealed with the Common Seal of the said Bank this ……. Day of ……20……

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers
   Or

2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:

   (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
   (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

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

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

_____ _____

[date[*[signature of the Bank]*

_____ _____

[witness] *[seal]*

LETTER OF NOTIFICATION OF AWARD

For

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)*_____
   _____

For *Clerk*

LETTER OF ACCEPTANCE

_____*[date]*

To: _____
[Name of the Contractor]

_____
[Address of the Contractor]

Dear Sir,

This is to notify you that your Tender dated _____
for the execution of _____
[Name of the Contract and identification number, as given in the Tender documents] for the Contract Price of Kshs. _____ *[amount in figures]*[Kenya Shillings_____*(amount in words)*] in accordance with the Instructions to Tenderers is hereby accepted.

You are hereby instructed to proceed with the execution of the said Works in accordance with the Contract documents.

Authorized Signature:_____

Name and Title of Signatory:_____

Attachment : Agreement

2. Request For Review Form

FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO…….OF……..….20……...

BETWEEN

…….APPLICANT

AND

……RESPONDENT *(Procuring Entity*)

Request for review of the decision of the…… (*Name of the Procuring Entity)* of

……dated the…day of ……..20…….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……..20….

SIGNED

Board Secretary