

REPUBLIC OF KENYA



GOVERNMENT OF MAKUENI COUNTY



**WOTE MUNICIPALITY  
GOVERNMENT OF MAKUENI COUNTY  
P O BOX 78-90300  
MAKUENI**

**TENDER DOCUMENT**

**FOR**

**REQUEST FOR PROPOSAL FOR CONSULTANCY SERVICES  
FOR PREPARATIONS OF DESIGN, SPECIFICATIONS &  
CONSTRUCTION SUPERVISION OF THE PROPOSED WOTE  
GREEN PUBLIC PARK.**

**TENDER NO. GMC/L/T/75/2018/2019**

**CLOSING DATE: 1<sup>st</sup> February, 2019: TIME: 10:00 AM**

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## INTRODUCTION

1. This Standard Request for Proposals (SRFP) has been prepared for use by public entities in Kenya in the procurement of consultancy services and selection of consultants.
2. The SRFP includes Standard form of Contract for Large Assignments and small assignment which are for lump sum or time based payments.
3. A separate SRFP has been provided for selection of individual professional consultants.
4. The General Conditions of Contract should not be modified and instead the Special Conditions of Contract should be used to reflect the unique circumstances of the particular assignment. Similarly the information to consultants should only be clarified or amended through the Appendix to information to Consultants.
5. This SRFP document shall be used where a shortlist of consultancy firms already exist or has been obtained through a shortlist after an advertisement of Expression of Interest for Consultancy required.

SECTION I - LETTER OF INVITATION

TO: (Name and Address of Consultants)

Date \_\_\_\_\_

Dear Sir/Madam,

**RE: REQUEST FOR PROPOSAL FOR CONSULTANCY SERVICES FOR PREPARATION OF DESIGN, SPECIFICATIONS & TENDER DOCUMENTS AND CONSTRUCTION SUPERVISION OF THE PROPOSED WOTE GREEN PUBLIC PARK.**

1.1 Wote Municipality invites proposals for consultancy services for preparation of Design, specifications & tender documents and construction supervision of the proposed Wote Green Public Park.

1.2	The request for proposals (RFP) includes the following documents:		
	Section I	-	Letter of invitation
	Section II	-	Information to consultants
			Appendix to Consultants information
	Section III	-	Terms of Reference
	Section IV	-	Technical proposals
	Section V	-	Financial proposal
	Section VI	-	Standard Contract Form
1.3	Upon receipt, please inform us (a) that you have received the letter of invitation (b) whether or not you will submit a proposal for the assignment		

Yours sincerely

**Municipal Manager**

## SECTION II: - INFORMATION TO CONSULTANTS (ITC)

### 2.1 Introduction

- 2.1.1 The Client named the Appendix to “ITC” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first-hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 The Procuring entity will provide the inputs specified in the Appendix “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2.1.6 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.7 The price to be charged for the tender document shall be Kshs. NIL /=
- 2.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.
- 2.2 Clarification and Amendment of RFP Documents
- 2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by or electronic mail to the Client’s address indicated in the Appendix “ITC”. The Client will respond by 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 to all invited consultants and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

### 2.3 Preparation of Technical Proposal

2.3.1 The Consultants proposal shall be written in English language

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

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

- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
- (ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

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

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate inter alia, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.

- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix “A” specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix “A”.

2.3.5 The Technical Proposal shall not include any financial information.

#### 2.4 Preparation of Financial Proposal

- 2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms ( Section D). It lists all estimated costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses if it is a major component of the assignment. If appropriate these costs should be broken down by activity.
- 2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix “A” specifies otherwise.
- 2.4.3
  - a) Consultants shall express the fee of their professional services as a percentage of the total cost for of construction as per the normal services as per the conditions of engagement and scales of fees for professional services for building and civil engineering works by the ministry of roads and public works available at the Kenya building research center at Transcom House Ngong Road.
  - b) Consultants shall express the estimates for the reimbursable expenses in Kenya Shillings
- 2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal Submission Form.

- 2.4.5 The Proposal must remain valid for 90 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.
- 2.5 Submission, Receipt, and Opening of Proposals
- 2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorised to sign the proposals.
- 2.5.2 .
- 2.5.3 Both the Technical and Financial proposal shall be submitted online through the IFMIS Suppliers portal.
- 2.5.4 The completed Technical and Financial Proposals must be submitted online on or before the time and date stated in the Appendix “ITC”. The system shall automatically lock out at the time and date of the tender closing.
- 2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed by the system and shall be opened once the technical proposal has been evaluated..
- 2.6 Proposal Evaluation General
- 2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix “ITC”. Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant’s proposal.
- 2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
- 2.7 Evaluation of Technical Proposal
- 2.7.1 The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows

Points

No	CRITERIA	POINTS	%
1	Specific experience of the consultant related to the assignment this includes. A brief description of the firm’s organization and an outline of recent experience on 5(five) assignments of a similar nature.	40	40



2	Adequacy of proposed work plan and methodology in responding to the Terms of Reference (TOR) <ul style="list-style-type: none"> <li>○ Comments &amp; Suggestions on TOR</li> <li>○ Methodology and Work-plan</li> </ul>	5 15	20
3	Qualification and Competence of the key personnel for the assignment with specific reference to the following staff: (Attach CV's) <ul style="list-style-type: none"> <li>○ Lead Consultant -<b>16</b></li> <li>○ Other lead consultants in each discipline – <b>Each 8</b></li> </ul>	40	40
<b>Total Points –Technical Scores</b>		<b>100</b>	<b>100</b>

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

## 2.8 Public Opening and Evaluation of Financial Proposal

2.8.1 After Technical Proposal evaluation , the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.

2.8.2 The Financial Proposals shall be opened online by the evaluation team.. The Client shall prepare minutes of the opening.

2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. Whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.

2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.

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

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

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

2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).

2.8.8 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price

2.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

## 2.9 Negotiations

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

2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

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

2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract.

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

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

## 2.10 Award of Contract

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

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

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

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

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

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

(a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

(b) Legal capacity to enter into a contract for procurement

(c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.

(d) Shall not be debarred from participating in public procurement.

## 2.11 Confidentiality

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

## 2.12 Corrupt or fraudulent practices

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

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

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

## **Appendix to information to consultants**

### Note on the Appendix to Information to Consultants

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

## Appendix to Information to Consultants

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

### Clause Reference

2.1 The name of the Client is: **WOTE MUNICIPALITY**

2.1.1 The method of selection is: **QUALITY BASED SELECTION**

2.1.2 Technical and Financial Proposals are requested: **No (TECHNICAL ONLY)**

The name, objectives, and description of the assignment are: **REQUEST FOR PROPOSAL FOR PREPARATION OF DESIGN, SPECIFICATIONS & TENDER DOCUMENTS AND CONSTRUCTION SUPERVISION FOR THE PROPOSED WOTE GREEN PUBLIC PARK**

The main objective of this consultancy will be to provision of development management services for the development of a Green Public Park

The Scope of service will comprise the following:

1. Landscape Architectural Services
2. Civil and Structural Engineering Services
3. Quantity Surveying's,
4. Mechanical Engineering Services
5. Electrical Engineering Services

2.1.3 A pre-proposal conference will be held: **No**

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

**THE MUNICIPAL MANAGER  
WOTE MUNICIPALITY  
GOVERNMENT OF MAKUENI COUNTY  
P.O BOX 78-90300  
MAKUENI**

**Email: [wotemunicipality@gmail.com](mailto:wotemunicipality@gmail.com)**

2.1.4 The Client will provide the following inputs:

- a. Letter of introduction
- b. Liaison team in the Organization(Insert accordingly)
- c. The necessary and relevant documents.
- d. Project EIA report
- e. Site Topographical survey

2.5.1 Consultants must submit ONE (1) bid through the IFMIS Supplier portal.

2.5.2

2.5.3 Proposals must be submitted no later than the following date and time: **1<sup>st</sup> February, 2019 at 12.00 noon**

2.6.1 The address to send information to the Client is

**THE MUNICIPAL MANAGER  
WOTE MUNICIPALITY  
GOVERNMENT OF MAKUENI COUNTY  
P.O BOX 78-90300  
MAKUENI  
Email: [wotemunicipality@gmail.com](mailto:wotemunicipality@gmail.com)**

2.6.3 The minimum technical score required to pass [Insert number of points]: **N/A**

2.7.1 Alternative formulae for determining the financial scores is the Following; **N/A**

The weights given to the Technical and Financial Proposals are:

T=\_\_\_\_\_ (0.70)

F=\_\_\_\_\_ (0.30)

## 2.7.2 EVALUATION CRITERIA

The evaluation will be carried out in the following stages:

### 1. PRELIMINARY EVALUATION

Item	Description	Score
<b>A</b>	<b>Mandatory Requirements for the consortia firms</b>	
1	Provide Certificate of incorporation/Registration	✓
2	Provide a copy of Tax Registration PIN	✓
3	Provide Valid copy of Registration certificate from relevant professional bodies	✓
4	Proof of physical location (attach Current Business trade License, )title deed or lease agreement	✓
5	Proof of having Single Business Permit	✓
6.	Provide a copy of Valid Tax Compliance Certificate.	✓
7	Copies of Audited Financial Accounts for the last two (2) years.(to know the financial status of the company) 2016-2017 The Audited Accounts must be prepared by certified accountant(s).	✓
9	Professional indemnity covers with a minimum cover limit as shown below:  <b>Mandatory requirement for each consultant in the consortia.</b> Professional Indemnity covers with a minimum cover limit as follows: 1. Ksh 10 million Landscape Architect/Architect 2. Ksh 5 million for the Civil/Structural Engineer 3. Ksh 5 million for the Electrical Engineer 4. Ksh 5 million for the Mechanical Engineer 5. Ksh 5 million for the Quantity Surveyor	✓     ✓ ✓ ✓ ✓ ✓

Only the proposals that shall have satisfied the mandatory requirements will be considered for technical evaluation.



## 1. TECHNICAL EVALUATION

No	CRITERIA	POINTS	%
1	Specific experience of the consultant related to the assignment this includes a brief description of the firm's organization and an outline of recent experience on 5 (five) completed assignments of a similar nature.	40 points	40
2	Adequacy of proposed work plan and methodology in responding to the Terms of Reference (TOR) <ul style="list-style-type: none"> <li>o Comments &amp; Suggestions on TOR</li> <li>o Methodology and Work-plan</li> </ul>	5 points 15 points	20
3	Qualification and Competence of the key personnel for the assignment with specific reference to the following staff: (Attach CV's) <ul style="list-style-type: none"> <li>a. Landscape Architect/Architect and -1 others architect</li> <li>b. Quantity Surveyor and -1 others Quantity surveyors</li> <li>c. Structural and Civil Engineer and -1 others Structural and Civil Engineers</li> <li>d. Mechanical and Electrical Engineer and -1 other Mechanical and Electrical Engineer each</li> </ul>	10 points 6 points 5 points 3 points 5 points 3 points 6 points 2 points	40
<b>Total Points –Technical Scores</b>		<b>100 points</b>	<b>100</b>

The **minimum Technical Score** required to pass to financial evaluation is *N/A*.

## GUIDELINES TO THE TECHNICAL EVALUATION

### A). **Specific experience of the consultancy firm in relation to this assignment (Standard Form 2) (40 points)**

- 1) Provide names, addresses, and contact persons from at least five clients that can best demonstrate your experience and duration of carrying out assignments of a similar nature or scope of a project whose contract sum was not less than KShs.50 million. Where more than 5(five) references are submitted, only the five (5) references “of similar scope” to the subject proposed development will be evaluated, as deemed by the Client the project references should demonstrate experience in Design of Public Park.
- 2) Attach proof or evidence like award letters or contract agreement, for assignments Completed attach last payment certificate for the same\_project references as submitted in (A) (1) above.

### B). **Adequacy of the proposed methodology and work plan in responding to the terms of reference (20 points)**

The proposal should present the *methodological approach* and the *programme of works (work plan)* in such a way that their *suitability* in regard to the TOR can be assessed and they can be *compared* with other proposals. In this regard therefore, the proposed methodology and work plan shall be presented as under:

- 1) Conceptual framework of Green Public Park
- 2) Project Initiation (Pre-design):
- 3) Project Planning (Design & Specifications)
- 4) Project Execution (Construction)
- 5) Project Close-out

### C). **Qualifications and competence of the key staff for the assignment under relevant professional disciplines (Standard Form 6) (40 points)**

Provide a two (2) key personnel who shall be professionally qualified team members for each assignment. Attach detailed CVs of the individual professionals fully signed by both parties and copies of their highest academic and professional qualifications as follows:

#### **a. Landscape Architectural/Architectural Services(Team Leader) (10 points)**

**-Team Leader** shall be a registered Landscape Architect who is a member of AAK Landscape Architect or registered by the Board of Registration of Architects & Quantity Surveyors of Kenya (BORAQS)

-Evidence of certification and registration as a professional by AAK/BORAQS .

Work experience of not less than ten (10) years since First Degree in Landscape Architecture or Architecture.

#### **b. Other Consultants under the team leader (6 Points)**

At least one (1) other key personnel with work experience of not less than 5 years since first degree and registered with Landscape Chapter AAK OR BORAQS.

#### **c. Quantity Surveyor (5 Points)**

-He must be a registered Quantity surveyor by the Board of Registration of Architects & Quantity Surveyors of Kenya (BORAQS)

-Evidence of certification and registration as a professional by BORAQS

-Post Registration Work experience of not less than ten (10) years

-First Degree (minimum) in Quantity surveying

**Other One Consultant under the Quantity Surveyor (3 Points)**

-Evidence of certification and registration as a professional by BORAQS.

-Work experience of not less than five (5) years

-First Degree (minimum) in Quantity surveying.

**C. Civil/Structural Engineer (5 points)**

-He must be a registered Civil/Structural Engineer by the Engineers Registration Board.

-Evidence of certification and registration as a professional by Engineers Registration Board

-Post Registration Work experience of not less than ten (10) years.

-First Degree (minimum) in Civil/Structural Engineering.

**Other One Consultant under the Civil/Structural Engineer (3 points)**

-Evidence of certification and registration by the Engineers Registration Board.

-Work experience of not less than five (5) years

-First Degree (minimum) in Civil/Structural Engineering.

**d. Electrical Engineer (3 points)**

-He must be a registered Electrical Engineer by the Engineers Registration Board.

-Evidence of certification and registration as a professional by Engineers Registration Board

-Post Registration Work experience of not less than ten (10) years.

-First Degree (minimum) in Electrical Engineering.

**Other one Consultant under the Electrical Engineer (1 points)**

-Evidence of certification and registration by the Engineers Registration Board.

-Work experience of not less than five (5) years

-First Degree (minimum) in Electrical Engineering.

**e. Mechanical Engineer (3 points)**

-He must be a registered Electrical Engineer by the Engineers Registration Board.

-Evidence of certification and registration as a professional by Engineers Registration Board

-Post Registration Work experience of not less than ten (10) years.

-First Degree (minimum) in Mechanical Engineering.

**Other one Consultant under the Mechanical Engineer (1 points)**

-Evidence of certification and registration by the Engineers Registration Board.

-Work experience of not less than five (5) years

-First Degree (minimum) in Mechanical Engineering.

## **AWARD CRITERIA**

Each responsive proposal will be given a technical score. The consortia firm with the highest total combined score will be invited by the Client for negotiations. The Client will promptly notify other bidders that they were unsuccessful.

## **SECTION III: - TECHNICAL PROPOSAL**

### Notes on the preparation of the Technical Proposals

- 3.1 In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultants own risk and may result in rejection of the consultant's proposal.
- 3.2 The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.
- 3.3 The Technical proposal shall not include any financial information unless it is allowed in the Appendix to information to the consultants or the Special Conditions of contract.

SECTION III - TECHNICAL PROPOSAL

# 1. TECHNICAL PROPOSAL SUBMISSION FORM

[\_\_\_\_\_ Date]

To: \_\_\_\_\_ [Name and address of Client)

Ladies/Gentlemen:

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

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

We remain,

Yours sincerely,

\_\_\_\_\_ [Authorized Signature]:

\_\_\_\_\_ [Name and Title of Signatory] :

\_\_\_\_\_ [Name of Firm] :

\_\_\_\_\_ [Address:]

## 2. FIRM'S REFERENCES

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

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

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

Firm's Name: \_\_\_\_\_ Client name: \_\_\_\_\_

Name and title of signatory; \_\_\_\_\_ Name and title of signatory; \_\_\_\_\_

Official Stamp of the Firm: \_\_\_\_\_ Official Stamp of the  
Client: \_\_\_\_\_



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

---

On the Terms of Reference:

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

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

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

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

---

## 5. TEAM COMPOSITION AND TASK ASSIGNMENTS

### 1. Technical/Managerial Staff

Name	Position	Task

### 2. Support Staff

Name	Position	Task

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

Proposed Position: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Firm: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

---

Detailed Tasks Assigned: \_\_\_\_\_

---

Key Qualifications:

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

---

Education:

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

---

Employment Record:

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

---

Certification:

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

\_\_\_\_\_ Date: \_\_\_\_\_  
[Signature of staff member]

\_\_\_\_\_ Date: \_\_\_\_\_  
[Signature of authorized representative of the firm]

Full name of staff member: \_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_

## 7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Months (in the Form of a Bar Chart)

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

Reports Due: \_\_\_\_\_

Activities Duration: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Authorized representative)

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

## 8. ACTIVITY (WORK) SCHEDULE

### (a). Field Investigation and Study Items

[1<sup>st</sup>, 2<sup>nd</sup>, etc. are months from the start of assignment)

	1												
Activity (Work)													
_____													
_____													
_____													
_____													
_____													

### (b). Completion and Submission of Reports

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

## SECTION IV: - FINANCIAL PROPOSAL

### Notes on preparation of Financial Proposal

- 4.1 The Financial proposal prepared by the consultant should list the professional consultancy fee and other costs associated with the assignment.
- 4.2
  - a) Consultants shall express the fee of their professional services as a percentage of the total cost for of construction as per the normal services as per the conditions of engagement and scales of fees for professional services for building and civil engineering works by the ministry of roads and public works available at the Kenya building research center at Transcom House Ngong Road.
  - b) Consultants shall express the estimates for the reimbursable expenses in Kenya Shillings.
  - c) For additional services which include EIA Experts and Landscape Architect consultants shall express their services in Kenya shillings.
- 4.3 The financial proposal should be prepared at the commercial stage of tendering on the IFMIS Supplier portal.



## SECTION V: - TERMS OF REFERENCE

### 1. Background

Wote Municipality is a body corporate established under the Wote Municipality Charter in accordance to Urban Areas and City ACT No. 13 of 2011. One of the key functions of the Municipal Boards is to promote and undertake infrastructural development and services within the Municipality. As part of its mandate, Wote Municipality is intending to construct a Green Public Park at Wote Town.

### 2.0 The Objective of the Assignment

The overall objective of the assignment is the preparation of design, specifications, & Tender Documentation and supervision of the construction of the Public Park.

### 3.0 Project Management

The Municipal Manager will be responsible for coordination of planning, design and construction of the proposed project on behalf of the client.

### 4.0 Scope of works

The project has the following components but not limited to the same: -

1. Landscaping works
2. Builders and civil works
3. Electrical wiring and installation of fittings / equipment
4. Plumbing and drainage works
5. paved walkways
6. Foul and storm water drainage works
7. Any other relevant works

### 5.0 Scope of the Consultancy Services

#### 5.1 Objective of the Consultancy

The objective of this consultancy is the design and documentation of the project, assistance in the procurement of contractors / sub-contractors and post contract management for proposed Park cited in section (4.0) above while upholding high standards of professionalism. The consultants will be responsible for the provision of detailed drawings and bills of quantities in

hard and soft formats for tender action. The consultants will also undertake the post contract management of the project under the coordination of the Municipal Manager described in section (3.0) above.

## **5.2 Scope of Services**

The services shall be in three distinct stages:

- a. Design and documentation of the works as in (4.0) above.
- b. Assistance in procurement of works.
- c. Construction supervision.

The Consultants shall provide the services in accordance with the relevant standards in the Republic of Kenya while taking cognizance of the global trends.

## **5.3 Duties of the Consultants**

Duties of the Consultants shall include design, preparation of cost estimates, assisting in the tender process and post-contract administration. Details of the Consultants' duties shall comprise but shall not be limited to the activities described below:

- a) Inception involving obtaining client's brief and holding discussions with them on requirements including work plans, timescale, and any financial or budgetary limits.
- b) Outline proposal.
- c) Scheme design and obtaining statutory approvals
- d) Detail design.
- e) Production information (working drawings).
- f) Prepare technical specifications for the works to be carried out;
- g) Prepare Bills of Quantities and cost estimates for all works to be carried out
- h) Tender action.
- i) Project planning.
- j) Construction supervision.
- k) Undertake planning, monitoring, reporting and financial management of project execution,
- l) Supervise the Contractors in making good any arising defects.
- m) Produce a draft and subsequently a final documentation report which consists of As Built Drawings (where applicable) and Final Account.

The Consultant shall assist the Municipality in the tendering process using the Public Procurement and Disposal Act 2015 and its subsequent amendments including relevant manuals.

The Consultant shall undertake the following services:

- a) Prepare tender documents including drawings, bill of quantities in sufficient detail to enable contractors to bid for tender,
- b) Prepare standard bidding documents to be used for tendering in accordance with Government procurement procedures.
- c) In conjunction with Municipality arrange the final tender documents for the construction of facilities and inviting tenders;
- d) Assist the Municipality in the tender evaluation process and report.
- e) Liaise with the university in drawing up detailed implementation schedules for all activities related to construction.

#### **5.4 Cost and Contract Period Estimate**

The Consultant shall prepare detailed cost estimates expressed in Kenya Shillings. The estimates should be based on practical costs prevailing in Kenya. The consultant's estimate of the construction period should be stated in weeks.

#### **5.5 Post contract Services**

The post contract services shall include the following: -

Supervision of the works including

- a) Preparation of site inspection/meetings reports, arranging for testing of materials / works and granting stage approvals
- b) Preparation of interim valuations up to final account.
- c) Preparation of as built drawings (where applicable) and writing the project completion reports and issuing the Final Account.
- d) Issuing of handing over, practical completion and making good certificates

#### **6.0 The Consulting Firms**

The work requires a firm or a consortium with representation in the relevant fields. The following five professional firms will be required to constitute the consortium.

## **7.0. Key Professional Staff**

It is the responsibility of the consortium to propose the required optimal staff numbers to accomplish the required tasks. However, the following key professional staffs shall be required to perform the services as well as lead other proposed staff in each field.

### **(a) Landscape Architect or Architect (Lead Consultant)**

The Architect will be the Lead Consultant in the assignment and undertake the overall coordination of the team, managing the Team Leaders from all the other fields as well as any proposed assistant architects and designers. The Architect should have a minimum of (10) years' post registration experience. The minimum academic qualification is a Bachelor's Degree from a recognized university and professional registration. The Lead Architect should have at least one assistant with a minimum of (5) years post registration experience. The Architect should have the relevant experience managing teams in design and construction supervision. It will be his/her responsibility to compile and present the various report required under the contract.

### **(b) Quantity Surveyor (QS).**

The QS Team leader should have (10) years' post registration experience in quantity surveying. The QS should have experience managing assistant staff proposed in the field. The minimum academic qualification is a Bachelor's Degree from a recognized university and professional registration. The Lead Quantity Surveyor should have at least one assistant each with a minimum of (5) years post registration experience.

### **(c) Civil/Structural Engineers (CSE).**

The CSE Team leader should have (10) years' post registration experience in civil/structural engineering and experience in projects of similar nature. The CSE should have experience managing teams proposed in the field. The minimum academic qualification is a Bachelor's Degree from a recognized university and professional registration. The Lead Engineer should have at least one assistant each with a minimum of (5) years post registration experience.

**(d) Mechanical Engineer (ME).**

The ME Team leader should have (10) years' post registration experience in mechanical engineering and experience in projects of similar nature. The EE should have experience managing teams proposed in the field. The minimum academic qualification is a Bachelor's Degree from a recognized university and professional registration. The Lead Engineer should have at least one assistant each with a minimum of (5) years post registration experience.

**(e) Electrical Engineer (EE).**

The EE Team leader should have (10) years' post registration experience in Electrical engineering and experience in projects of similar nature and complexity. The ME should have experience managing teams proposed in the field. The minimum academic qualification is a Bachelor's Degree from a recognized university and professional registration. The Lead Engineer should have at least two assistants each with a minimum of (5) years post registration experience.

Copies of the following documents Must be submitted for each of the proposed key professional staff:

- (a) Academic certificates.
- (b) Professional practice licenses.
- (c) CVs in the prescribed format.

All proposed key professional staff must be registered members of good standing with their professional bodies.

**8. Cooperation.**

In executing the assignment, the Consultant shall cooperate fully and liaise with the Client, all relevant Government and other agencies on matters pertaining to the proposed assignment.

**9. Due Diligence**

The Consultant shall exercise all due skill, care and diligence in the performance of his/her services and shall carry out responsibilities in accordance with recognized professional standards. He/she shall take into account relevant comments from the Executing Agency, other Government authorities and shall be responsible for the accuracy of all data given. He/she shall adequately provide manpower to complete the assignment within the agreed schedule.

## 10. Time Schedule.

- The design and documentation stage shall be completed in 4 weeks or less.
- The consortium should indicate the time the Post contract (construction stage) shall take .
- The Defects Liability Period shall be six (6 no) months.

## 11. Reporting

The Consultant shall in liaison with the Municipal Manager report to the Board on regular progress on design, documentation and construction activities. The Lead Consultant shall, in close consultation with the Municipal Manager arrange for consultative meetings with all stakeholders.

## 12. Deliverables

The consultant shall submit reports and documents from time to time during design and tendering stages as may be required by the client and these Terms of Reference but as a minimum of the following:

- a) Inception Report (5 copies). The consultant's detailed program of activities, preliminary design proposals and preliminary project cost estimates shall be submitted within the first (1<sup>st</sup>) week of commencement of services.
- b) Outline Proposals and Scheme Design (5 Copies). The consultant shall provide within the second (2<sup>nd</sup>) week of commencement of services the outline proposals and scheme design, allowing sufficient time to incorporate feedback and comments and meet the deadline for draft detailed design presentation for client's approval.
- c) Final Design Report and Tender Documents (5 Copies). The final design report shall be submitted within the fourth (4<sup>th</sup>) week of commencement of services.
- e) Project Management reports shall include monthly progress reports, site inspections and meetings minutes, testing and commissioning reports, final inspection reports, construction completion report, financial appraisals and as-built drawings among others as the project progresses.

## 13. Data Services Personnel and Facilities to be provided by client

- The Client shall furnish the Consultant with design brief for the project.
- Topographical survey.
- EIA report

#### 14. Terms of Payment

Remuneration of the Consultant by the Client will be in accordance with the Contract Agreement and conditions of Engagement and Scales of Fees for Professional Services for Building and Civil Engineering Works (1987 Edition). Payment shall be for only services rendered.

## SECTION VI: PROJECT BRIEF

---

### A) GENERAL INFORMATION

The client reserves the right to amend the Project Brief at any stage before approval of preliminary proposals. It is understood that it's at this stage that the consultant's design and the project in general is best appreciated by all stakeholders.

The consultants may submit comments on the project brief when submitting the Technical Proposal.

### B) WOTE GREEN PUBLIC PARK

High quality and pleasant green public parks and other public spaces are central to the realization of good living and working environment. They provide a high quality of life for urban residents and visitors.

As cities and municipalities grow, they require providing universal access to inclusive and accessible, green public parks/spaces. Urban Areas public parks impact every part of society - social, economic, political, cultural and environmental aspects of human life. By providing Makueni people with a green public park with the necessary support facilities and services, the county will be projecting itself to the wellbeing and health of the county people.

Green public parks are particularly central in the fight against climate change. They not only help reduce the urban heat island effect but they also help absorb atmospheric pollutants and create a micro climate in urban areas and in human settlements. They are the lungs of cities/towns.

Urban green open parks offer an opportunity to enrich the quality of life of all people living, working or experiencing the towns variously, regardless of their socio-economic status. However, despite the importance public parks play in towns, the public park's spaces are often threatened by alienation for other commercial purposes. And as land continues to become scarcer, urban areas open parks become soft targets for alienation for private gains.

#### **The park is expected to positively impact on inhabitants and visitors of Wote in the following ways**

- 1) **Social value** - Wote Green Park will be well designed and managed and therefore its envisaged to bring communities together, provide a meeting places and foster social ties. The park will shape the cultural identity of Wote town as the Headquarter of Makueni County. It will also contribute to the unique character of the town and build a sense of place for local communities.
- 2) **Safety:** Well-designed and well-maintained streets and public parks help to reduce fear of crime and violence and contribute to improving safety within their localities and vicinities.
- 3) **Public Health:** The Park will help to improve physical and mental health by encouraging the citizens to visit the park, it will help in reducing stress and provide a calming environment.
- 4) **The Environment:** The public park will bring many important environmental benefits such as cooling of air and the absorption of atmospheric pollutants. The park will help to address the imbalance of created by climate change. It will also provide social, environmental and aesthetic opportunities for the town and also attract regional, national and international tourists.



- 5) **Economic Development:** As wote increasingly compete with other municipalities to attract investment, the presence of good Green Park, gardens and well landscaped areas becomes an important component. A good public park will stimulate the local economy by positively impacting on businesses, increase property values and other commercial activities within the parks vicinity.

### **C. PROJECT COMPONENTS**

- i) Soft landscaping with indigenous/exotic plant materials,
- ii) Hard landscaping
- iii) Paved walkways
- iv) Open theatre for public recreation
- v) Children play grounds.
- vi) Hot spot Centre (Wi-Fi) and Innovation Centre
- vii) Public toilets and water points
- viii) Food courts, ATM center and a convenient store
- ix) Park management office
- x) Garden furniture
- xi) Ornamental lighting,.
- xii) Monument/ identity signature artifact depicting Public participation
- xiii) Signature crops corner for citrus and mango trees signifying county's dominance in fruit production
- xiv) Water fountain with ornamental fish,
- xv) Photo shooting zones
- xvi) 24 hour Security consideration
- xvii) Low perimeter wall with natural fencing plants
- xviii) Solid/water waste management and disposal within the park
- xix) Green energy installations

SECTION VI:  
STANDARD FORMS OF CONTRACT

a. ANNEX I – LARGE ASSIGNMENTS (LUMP-SUM PAYMENTS)

NOTES

1. LARGE ASSIGNMENT \_\_\_\_\_ Exceeding Ksh 5,000,000

ANNEX I

REPUBLIC OF KENYA

STANDARD FORM OF CONTRACT

FOR

CONSULTING SERVICES

Large Assignments  
(Lump- Sum payment)

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(ii)

### Special Notes

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

(iii)

## CONTRACT FOR CONSULTANT'S SERVICES

Large Assignments (Lump-Sum Payments)

between

---

[name of the Client]

AND

---

[name of the Consultant]

(iv)

## I. FORM OF CONTRACT

### Large Assignments (Lump-Sum Payments)

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

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

#### WHEREAS

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

NOW THEREFORE the Parties hereto hereby agree as follows:

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



(v)

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

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

For and on behalf of \_\_\_\_\_ [name of client]

[full name of Client's authorised representative] \_\_\_\_\_

[title] \_\_\_\_\_ [signature] \_\_\_\_\_

[date] \_\_\_\_\_ For and on behalf  
of \_\_\_\_\_ [name of consultant] [full name of Consultant's  
authorized representative] \_\_\_\_\_

[title] \_\_\_\_\_

[signature] \_\_\_\_\_

[date] \_\_\_\_\_

(vi)

## II. GENERAL CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

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

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

- (j) “Personnel” means persons hired by the Consultant or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof;
- (k) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (l) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and
- (m) “Sub consultant” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation and the relationship between the Parties shall be governed by the Laws of Kenya.

1.3 Language

This Contract has been executed in English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Kenya or elsewhere, as the Client may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.

(viii)

1.7 Taxes and Duties The Consultant, Sub consultant[s] and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

## 2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

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

2.3 Expiration of Contract Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period, after the Effective Date, as is specified in the SC.

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

### 2.5 Force Majeure

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

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

(ix)

2.5.3 Extension Any period within which a Party shall, pursuant to this Of Time 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 may terminate this Contract by not less than thirty (30) days' written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in this Clause;

- (a) if the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultant becomes insolvent or bankrupt;
- (c) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Consultant, in the judgement of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;

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

(x)

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

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

#### 2.6.3

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

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable costs incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

### 3. OBLIGATIONS OF THE CONSULTANT

#### 3.1 General

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

#### 1.2 Conflict of Interests

##### 3.2.1 Consultant (i)

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

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

#### ii

Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any applicable procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of the Client.

##### 3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project

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

- 3.2.3 Prohibition of Conflicting Activities Neither the Consultant nor his subconsultant[s] nor their personnel shall engage, either directly or indirectly in any of the following activities:
- (a) during the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract; or
  - (b) after the termination of this Contract, such other activities as may be specified in the SC.
- 3.3 Confidentiality The Consultant, his subconsultant[s] and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 3.4 Insurance to be Taken Out by the Consultant (a) shall take out and maintain and shall cause any subconsultant[s] to take out and maintain, at his (or the subconsultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5 Consultant's Approval The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
  - (b) appointing such members of the personnel not listed by name in Appendix C ("Key Personnel and Subconsultants").
- 3.6 Reporting Obligations The Consultants shall submit to the Client the reports and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.
- 3.7 Documents 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 of the Client Contract, deliver all such documents and software to the Client together



with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

#### 4. CONSULTANT'S PERSONNEL

- 4.1 Description of Personnel      The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub consultants listed by title as well as by name in Appendix C are hereby approved by the Client.
- 4.2 Removal and/or Replacement Of Personnel      (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.



(xiv)

- (b) If the Client finds that any of the Personnel have
  - (i) committed serious misconduct or have been charged with having committed a criminal action, or
  - (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## 5. OBLIGATIONS OF THE CLIENT

### 5.1 Assistance and Exemptions

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

### 5.2 Change in the Applicable Law

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

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

## 6. PAYMENTS TO THE CONSULTANT

- 6.1 Lump-Sum Remuneration The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Subconsultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.
- 6.2 Contract Price (a) The price payable in foreign currency is set forth in the SC.  
(b) The price payable in local currency is set forth in the SC.
- 6.3 Payment for Additional Services For the purposes of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.4 Terms and Conditions of Payment Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of a bank guarantee for the same amount and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met and the Consultant has submitted an invoice to the Client specifying the amount due.
- 6.5 Interest on Delayed Payment Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending .

## 7. SETTLEMENT OF DISPUTES

### 7.1 Amicable Settlement

The Parties shall use their best efforts to settle  
a ng out of or in connection  
m with this Contract or its  
i interpretation.  
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### 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.

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### III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of and Supplements to Clauses in the General Conditions of Contract
1.1(i)	The Member in Charge is _____ [name of Member]
1.4	The addresses are:  Client: _____ Attention: _____ Telephone: _____ Telex: _____ Facsimile: _____  Consultant: _____ Attention: _____ Telephone: _____ Telex: _____ Facsimile: _____
1.6	The Authorized Representatives are:  For the Client: _____  For the Consultant: _____
2.1	The date on which this Contract shall come into effect is(_____) [date].  Note: The date may be specified by reference to conditions of effectiveness of the Contract, such as receipt by Consultants of advance payment and by Client of bank guarantee
2.2	The date for the commencement of Services is _____ [date]
2.3	The period shall be _____ [length of time].  Note: Fill in the period, eg, twenty-four (24) months or such other period as the Parties may agree in writing.

3.4 The risks and coverage shall be:

- (i) Professional Liability \_\_\_\_\_
- (ii) Loss of or damage to equipment and property \_\_\_\_\_

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

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

6.4 Payments shall be made according to the following schedule:

Note: (a) This sample Clause should be specifically drafted for each Contract and the following installments are indicative only; (b) if the payment of foreign currency and of local currency does not follow the same schedule, add a separate schedule for payment in local currency; and (c) if applicable, detail further the nature of the report evidencing performance, as may be required, e.g., submission of study or specific phase of study, survey, drawings, draft bidding documents, etc., as listed in Appendix B, Reporting Requirements. In the example provided, the bank guarantee for the repayment is released when the payments have reached 50 percent of the lump-sum price, because it is assumed that at that point, the advance has been entirely set off against the performance of services.

- Twenty (20) percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same.
- Ten (10) percent of the lump-sum amount shall be paid upon submission of the inception report.
- Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the interim report.
- Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the draft final report.
- Twenty (20) percent of the lump-sum amount shall be paid upon approval of the final report.
- The bank guarantee shall be released when the total payments reach fifty (50) percent of the lump-sum amount.

## IV. 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 Client, etc.

### APPENDIX B – REPORTING REQUIREMENTS

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

### APPENDIX C– KEY PERSONNEL AND SUBCONSULTANTS

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

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

### APPENDIX D – BREAKDOWN OF CONTRACT PRICE IN KENYA SHILLINGS

List here the elements of cost used to arrive at the breakdown of the lump-sum price – Kenya shillings

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

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

### APPENDIX E – BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

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

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

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

### APPENDIX F – SERVICES AND FACILITIES PROVIDED BY THE CLIENT

## LIST OF APPENDICES

Appendix A: Terms of Reference and Scope of Services

Appendix B: Consultant's Personnel

Appendix C: Consultant's Reporting Obligations

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LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

(FULL PARTICULARS) \_\_\_\_\_  
\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

REPUBLIC OF KENYA  
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (Procuring Entity)

Request for review of the decision of the..... (Name of the Procuring Entity) of  
.....dated the...day 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 of  
.....20.....

SIGNED  
Board Secretary