

REPUBLIC OF KENYA



MANDERA COUNTY GOVERNMENT

REQUEST FOR PROPOSAL FOR CONSULTANCY SERVICES FOR DEVELOPMENT OF ARCHITECTURAL DESIGNS, MASTER PLAN AND BILL OF QUANTITIES FOR MANDERA TOWN SME PARK(BUS PARK), DESIGNING OF SOCIAL ENVIRONMENTAL IMPACT ASSESMENT FOR STADIUMS AT ELWAK AND TAKABA AND DEVELOPMENT OF ARCHITECTURAL DESIGNS, SOCIAL ENVIRONMENTAL IMPACT ASSESMENT AND BILL OF QUANTITIES FOR ADDITIONAL FACILITIES AT MCRH IN MANDERA EAST SUB COUNTY(RE-ADVERTISEMENT).

IN

MANDERA COUNTY

TENDER DOCUMENTS

TENDER NO: MCG/RFP/02/2019-20.....

IFMIS NEGOTIATION NUMBER: 808597

MAY, 2020

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SECTION I - LETTER OF INVITATION

Dear Sir/Madam,

RE: REQUEST FOR PROPOSAL FOR CONSULTANCY SERVICES FOR DEVELOPMENT OF ARCHITECTURAL DESIGNS, MASTER PLAN AND BILL OF QUANTITIES FOR MANDERA TOWN SME PARK(BUS PARK), DESIGNING OF ENVIRONMENTAL IMPACT ASSESMENT FOR STADIUMS AT ELWAK AND TAKABA HOSPITAL AND DEVELOPMENT OF ARCHITECTURAL DESIGNS, SOCIAL ENVIRONMENTAL IMPACT ASSESMENT AND BILL OF QUANTITIES FOR ADDITIONAL FACILITIES AT MCRH IN MANDERA EAST SUB COUNTY(RE-ADVERTISEMENT).

1.1 The Mandera County Government invites you to submit Technical and Financial Proposals for REQUEST FOR PROPOSAL FOR CONSULTANCY SERVICES FOR DEVELOPMENT OF ARCHITECTURAL DESIGNS, MASTER PLAN AND BILL OF QUANTITIES FOR MANDERA TOWN SME PARK(BUS PARK), DESIGNING OF ENVIRONMENTAL IMPACT ASSESMENT FOR STADIUMS AT ELWAK AND TAKABA AND DEVELOPMENT OF ARCHITECTURAL DESIGNS, SOCIAL ENVIRONMENTAL IMPACT ASSESMENT AND BILL OF QUANTITIES FOR ADDITIONAL FACILITIES AT MCRH IN MANDERA EAST SUB COUNTY.

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

1.4 Original and a copy of proposals (technical and financial proposals) are to be enclosed in plain sealed envelopes separately marked with Tender name and reference number and deposited in the Tender Box located at the supply chain management office in Mandera or to be addressed to

County Chief Officer Accounting and financial services

P.O. Box 13

Mandera

So as to be received on or before **FRIDAY 12TH JUNE 2020 AT 10:00 AM**

SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

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

2.1.7 The price to be charged for the tender document shall not exceed Kshs.1,000/=

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

2.2 Clarification and Amendment of RFP Documents

2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client's address indicated in the Appendix "ITC". The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited consultants and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

2.3 Preparation of Technical Proposal

2.3.1 The Consultants proposal shall be written in English language

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

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

- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
- (ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.

- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

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

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix "A" specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix "A".

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

- 2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.
- 2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix "A" specifies otherwise.
- 2.4.3 Consultants shall express the price of their services in Kenya Shillings.
- 2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.
- 2.4.5 The Proposal must remain valid for 120 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

2.5 **Submission, Receipt, and Opening of Proposals**

- 2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorised to sign the proposals.
- 2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix "A". Each Technical Proposal and Financial Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 2.5.3** The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL**," and the original and all copies of the Financial Proposal in a sealed envelope

clearly marked **“FINANCIAL PROPOSAL”** and warning: **“DO NOT OPEN WITH THE TECHNICAL PROPOSAL”**. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix “ITC” and be clearly marked, **“DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.”**

2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix “ITC”. Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.

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

2.6 Proposal Evaluation General

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

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

2.7 Evaluation of Technical Proposal

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

	Points
(i) Specific certified two years audited financial accounts	(20)
(ii) Adequacy of the proposed work plan and methodology in responding to the terms of reference	(15)
(iii) Qualifications and competence of the key staff for the assignment	(35)
(iv) Provide atleast three reference organizations where the bidder has performed similar assignments.	(15)

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

2.8 Public Opening and Evaluation of Financial Proposal

2.8.1 After Technical Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered

Non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.

2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants’ representatives who choose to attend. The name of the consultant, the technical. Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

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

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

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

$S_f = 100P \times F_m / F$ 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:- $S = S_t \times T + S_f$. The firm achieving the highest combined technical and financial score will be the firm to be awarded the tender but may 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 in accordance with clause 2.8.5 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

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: MANDERA COUNTY GOVERNMENT
- 2.1.1 The method of selection is: REQUEST FOR PROPOSAL AND CQBS.
- 2.1.2 Technical and Financial Proposals are requested: Yes ☒ No ☐

The name, objectives, and description of the assignment are: MCG/RFP/02/2019-20 REQUEST FOR PROPOSAL FOR CONSULTANCY SERVICES FOR DEVELOPMENT OF ARCHITECTURAL DESIGNS, MASTER PLAN AND BILL OF QUANTITIES FOR MANDERA TOWN SME PARK (BUS PARK), DESIGNING OF ENVIRONMENTAL IMPACT ASSESMENT FOR STADIUMS AT ELWAK AND TAKABA AND DEVELOPMENT OF ARCHITECTURAL DESIGNS, SOCIAL ENVIRONMENTAL IMPACT ASSESMENT AND BILL OF QUANTITIES FOR ADDITIONAL FACILITIES AT MCRH IN MANDERA EAST SUB COUNTY (RE-ADVERTISEMENT).

2.1.3 A pre-proposal conference will be held: Yes _____ No ☒ [if Yes, indicate date, time and venue]

The name(s), address (es) and telephone numbers of the Client's official(s) are: THE COUNTY CHIEF OFFICER-ACCOUNTING AND FINANCIAL SERVICES

2.1.4 The Client will provide the following inputs: OFFICE SPACE

2.1.5 (ii) The estimated number of professional staff months Required for the assignment is; 3 MONTHS

(iv) The minimum required experience of proposed professional staff is:[Insert
Title, number of years of professional experience, specific expertise]
AS INDICATED IN THE TERMS OF REFERENCE

2.1.6 (vii) Training is a specific component of this assignment:
Yes_____ No. ☒ [If yes, provide appropriate information)

(viii) Additional information in the Technical Proposal includes: N/A

2.1.7 Taxes: [Specify firm's liability: nature, sources of information]: AS
APPLICABLE FOR THE ASSIGNMENT

2.5.2 Consultants must submit an original and ONE additional copies of each proposal.

2.5.3 The proposal submission address is: THE COUNTY CHIEF OFFICER-ACCOUNTING AND FINANCIAL SERVICES, P.O. BOX 13 MANDERA.
Information on the outer envelope should also include: "DO NOT OPEN"

2.5.4 Proposals must be submitted no later than the following date and time:
FRIDAY 12TH JUNE 2020 AT 10:00 AM

2.6.1 The address to send information to the Client is: The Chief officer-accounting and financial services, Mandera county government

2.6.3 The minimum technical score required to pass is 50%.

2.7.1 The Evaluation criteria of the proposals shall be as follows (BIDDERS MUST ATTACH NECESSARY EVIDENCE TO SUPPORT THEIR PROPOSALS FOR EVALUATION AND MUST USE THE STANDARD FORMS OR TEMPLATES PROVIDED IN THIS RFP WHERE APPLICABLE):

The Preliminary Evaluation of the proposals shall be based on the MANDATORY criteria indicated below. A bidder who fails to meet any one of the mandatory criteria shall be disqualified and shall not proceed to the next stage of Technical Evaluation.

1. Bidders must submit certified copies of Certificate of Incorporation or Business Registration. **(Mandatory-YES/NO)**
2. Certified copy of KRA pin**(Mandatory-YES/NO)**
3. Certified copy of CR12 form**(Mandatory-YES/NO)**
4. Submit a valid certified copy of KRA tax Compliance Certificate. **(Mandatory-YES/NO)**
5. Bidders must attach a valid trading license from Mandera County. **(Mandatory-YES/NO)**
6. Duly filled, signed and stamped technical proposal submission form**(Mandatory-YES/NO)**
7. Duly filled, signed and stamped financial proposal submission form**(Mandatory-YES/NO)**
8. Bidder to submit bid Security of Ksh 200,000 from a reputable bank or insurance firm. **(Mandatory-YES/NO)**
9. Bidders to submit original bid security in hard copy to the office of the supply chain management

Technical evaluation of the technical proposals shall be based on the following criteria;

No.	Criteria	Points
1	Attach copies of certified audited accounts for the last two years(2019,2018) each 10 marks.	20
2	Adequacy of the proposed work plan and methodology in responding to the terms of reference	10
	a) Technical approach and methodology – 4 points	
	b) Work plan – 3 points	
	c) Organization and staffing – 3 points	
3	Qualifications and competence of the key staff for the assignment- attach CVs and relevant academic documents for all the personnel.	35
	Team Leader – 1 No.- Architect /civil Engineer-7points Architect – 1 No.- 6 points Civil Engineer – 1 No. -6 points Mechanical Engineer – 1 No.- 4 points Electrical Engineer -1No- 4 points Quantity Surveyor – 1 No.- 4points Environmentalism – 1 No- 4points	
4	Provide atleast three reference organizations where the bidder has performed similar assignments. Attach proof of the work done i.e award/LSO	15
	Total	80
	PASS MARK SCORE = 50.	

2.9.2 The assignment is expected to commence on ONE WEEK UPON SIGNING OF CONTRACT.

2.10 The proposal shall be awarded to the bidder who scored the highest combined weighted score in accordance with the formula stipulated clause 2.8.5 in the Information to Consultants (ITC) above. But the bidder may be called for negotiations before award.

SECTION III - TECHNICAL PROPOSAL

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8. Activity (work schedule)	

TECHNICAL PROPOSAL SUBMISSION FORM

To: THE CHIEF OFFICER-ACCOUNTING AND FINANCIAL SERVICES
MANDERA COUNTY GOVERNMENT
MANDERA.

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for REQUEST FOR PROPOSAL FOR CONSULTANCY SERVICES FOR DEVELOPMENT OF ARCHITECTURAL DESIGNS, MASTER PLAN AND BILL OF QUANTITIES FOR MANDERA TOWN SME PARK (BUS PARK), DESIGNING OF ENVIRONMENTAL IMPACT ASSESMENT FOR STADIUMS AT ELWAK AND TAKABA AND DEVELOPMENT OF ARCHITECTURAL DESIGNS, SOCIAL ENVIRONMENTAL IMPACT ASSESMENT AND BILL OF QUANTITIES FOR ADDITIONAL FACILITIES AT MCRH IN MANDERA EAST SUB COUNTY (RE-ADVERTISEMENT) in accordance with your Request for Proposal and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelope.

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

We remain,

Yours sincerely,

[Authorized Signature]:

[Name and Title of Signatory]

:

[Name of Firm]

:

[Address:]

2. FIRM'S REFERENCES

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

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

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

Firm's Name: _____

Name and title of signatory; _____

(May be amended as necessary)

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

On the Terms of Reference:

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

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

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

4. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

Most companies consider, among other possibilities, architectural designing as a completely custom solution. All companies include a showcase of solutions available for client consultation, functioning in some cases as "catalogues of solutions" or books of patterns. This is a common practice in our company's activity, whether based on pre-defined solutions, or based on a customizable modular system. We have a larger production of houses and we intend to offer a detailed catalogue presenting different types of solutions grouped in families of "styles" and structural types. The purpose of the "catalogue of solutions" is a reference to support customer choices for products that customers actually accept and buy without any changes. We use our already built houses or our exhibition prototypes as models that act also as a "catalogue". Sometimes most customers already have a pre-set idea of the functional type of house they want to build, but are often less informed about the symbolic type (language, proportions, details, finishes) and it is frequent that they are not enough aware about structural type definitions. Although with less answers, the client without predefined ideas may also consult us for the support of the design services from early stages.

After the collection of data gathered from the context (codes, standards and customer requirements which include the functional requests, values and preferences, cost limits, time limits and environmental sensibility), we shall define the program. The program will be based on the definition of successive types: functional type, spatial type and symbolic type which together define the formal type. After that the construction type will be defined: structural type, envelope type and partition type, but at any time the decisions can be questioned, thus implying a comeback to any previous stage. In the sketch design phase, we shall develop solutions and evaluate them based on the selection criteria and respective weights defined in the previous phase. The structural solution (or structural solutions, in case there exist alternatives) will be evaluated based on the suitability to the architectural solution, the economy (including the costs provided by companies), the process (including deadlines and our assessment) and possibly on environmental impacts of the solution and also other criteria defined for each case. After the solution and the construction company have been chosen, the activity of the architect, besides the integration of all engineering services, will be focused on the architectural features that can ensure the durability of the building through the general settings and particular details. Following this proposal it is required that the architect welcomes a set of new practices and new skills: 1) It is required a knowledge of the cultural aspects of the available construction materials to support the choice of formal types; 2) It is required a knowledge of structural systems and the understanding of its relation with architectural forms; 3) It is required an awareness of the criteria for selecting the structural types; 4) This calls for a better understanding of the specificities of materials and the constraints of durability.

How to Prepare the Bill of Quantities

(1) Setting up a spreadsheet for the bill of quantities. This shall include columns for the item numbers, description, unit of measurement, quantity, rate for the item, labor, and total cost for

the item. The columns for the rate for each item and total costs will be filled in by contractors bidding on the project.

(2) Preparation of list of materials needed to complete the project. We shall look at the architect's plans and write a basic list of all the building materials required and the amounts needed of each. This includes wiring, hardware, and other fixtures. For example, if we are building a house, we might need framing materials, sheetrock, bricks, concrete, flooring materials, wiring, lighting fixtures, and kitchen and bathroom fixtures. We shall then identify the unit of measurement for each of the client's materials. This may be a standard unit. For example, paint on list of materials, the unit of measurement may be gallons or liters. Once we have determined the materials we need, we shall fill them in our spreadsheet. For example, if we need paint for our project, we might list "green paint" next to item #1. In the column for unit of measurement, we would write "gallons." Then we would include the number of gallons needed in the quantity column.

(3) Break down the project into specific sections or categories. Since different parts of the project will likely be handled by different contractors or subcontractors, we may split up our list of materials into those sections. That way, each contractor or subcontractor will know exactly what their costs will be for the project.

(4) Estimate the labor required to complete each part. Based on the amount of work to be done, we shall determine the number of man-hours it will take to finish. This should be a conservative estimate since some workers are more efficient than others. We can talk to contractors to get an idea of how many hours it would take to finish a given part. A quantity surveyor would usually be able to estimate this off the top of their head, based on their experience with similar projects.

(5) Make an initial cost estimate based on the architect's design. We shall look at the average prices for the materials and labor in the project area. We can find out materials prices by checking hardware stores. To learn labor prices, we can talk to contractors in the area who work on similar projects. When we total our material prices and labor costs, we shall have a general idea of how much money the project will cost to complete. We shall then print off a separate copy of the BoQ for our initial cost estimate. This information isn't usually included on the official BoQ we submit to contractors for bids but we shall do so due to the requirements of the procurement law.

(6) Draft a schedule based on the estimates in the BoQ. Once we have labor estimates, it's possible to determine how long it will take to complete the project. We need to keep this schedule loose to account for things, such as weather, that could cause delays. For example, if we've estimated it will take 1,000 man-hours to build the house, assuming the contractors work 40 hours a week and there are no delays, it would take them 25 weeks to complete the house. However, to allow for delays, we better off planning for it to take 30 to 40 weeks.

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

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

Proposed Position:

Name of Firm:

Name of Staff:

Profession:

Date of Birth:

Years with Firm: _____ Nationality:

Membership in Professional Societies:

Detailed Tasks Assigned:

Key Qualifications:

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

Education:

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

Employment Record:

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

Certification:

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

_____ Date:

[Signature of staff member]

_____ *Date;* _____
[Signature of authorised representative of the firm]

Full name of staff member:

Full name of authorized representative:

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

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

[1st, 2nd, etc, are months from the start of assignment)

	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th	
Activity (Work)													

(b). Completion and Submission of Reports

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

SECTION IV: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

- 4.1 The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc as may be applicable. The costs should be broken down to be clearly understood by the procuring entity.
- 4.2 The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.
- 4.3 The financial proposal should be prepared using the Standard forms provided in this part

SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS

Table of Contents

	Page
1. Financial proposal submission Form	
2. Summary of costs	
3. Breakdown of price/per activity	
4. Breakdown of remuneration per activity	
5. Reimbursables per activity	
6. Miscellaneous expenses	

1. FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

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

We remain,

Yours sincerely,

_____ *[Authorized Signature]*
:
_____ *[Name and Title of Signatory]:*
_____ *[Name of Firm]*
_____ *[Address]*

2. SUMMARY OF COSTS

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

3. BREAKDOWN OF PRICE PER ACTIVITY

Activity NO.: <hr/>	Description: <hr/>
Price Component	Amount(s)
Remuneration	
Reimbursables	
Miscellaneous Expenses	
Subtotal	<hr/>

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____				
Name: _____				
Names Amount	Position	Input(Staff months, days or hours as appropriate.)	Remuneration Rate	
Regular staff				
(i)				
(ii)				
Consultants				
Grand Total				

5. REIMBURSABLES PER ACTIVITY

Activity No: _____

Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Air travel	Trip			
2	Road travel	Kms			
3.	Rail travel	Kms			
4.	Subsistence Allowance	Day			
	Grand Total				

6. MISCELLANEOUS EXPENSES

Activity No. _____ Activity Name:

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs____ (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: computers etc.				
4.	Software				
	Grand Total				_____

SECTION V: - TERMS OF REFERENCE FOR BUS PARK

SECTION V: - TERMS OF REFERENCE

5.1 Background

5.2 The overall objective of the project

5.3 Scope of the consultancy services

5.3.1 Objective of the Consultancy

The objective of the consultancy is to facilitate the designs, preparation of specifications and bill of quantities documents for the execution of the proposed **Bus Park**. The firm/consortium will be responsible for planning and the provision of detailed drawings and Bills of Quantities in hard and soft formats for tender action. The Consultant will also supervise the construction works from inception stage to the issuance of the certificate of making good the defects.

5.3.2 Scope of Services

The specific tasks for the consultancy shall involve:

- a) The consultant must visit and acquaint themselves with the site at their own cost.
- b) The consultant to do a detailed design and prepare drawings and bill of quantities for the proposed **Bus Park**. The consultant shall supervise the construction of the proposed **Bus Park** and coordinate site meetings with the contractor until completion and hand over of the project.

The consultant is expected to deliver but not limited to the following key consultancy area;

- Architectural design
- Landscape design
- Quantity Surveying
- Civil/ Structural Engineering
- Mechanical Engineering
- Electrical Engineering

The design shall include all statutory requirements, authorizations, approvals and permits from local and national authorities ready for tendering.

After the designs are ready and approved by the Client, the consultant will develop Bill of Quantities, facilitate development of bidding documents for the construction of the **Bus Park**

The Client envisions the scope of services to be generally divided in the following design phases with following tasks;

Task 1 - Inception Stage

At the Inception Stage, the following activities shall be undertaken;

- The Consultant shall advise on the need for specialized design services taking into consideration the proposed site and local conditions.
- The Consultant shall advise the client on suitability and adequacy of site for the project, including additional topographic and Geotechnical survey where necessary to cover all area for services.
- The Consultant shall advise on structural forms, suitable materials and building Location and orientation.

Task 2 - Preliminary Sketch Design Stage

The Preliminary sketch design shall consist of the following activities;

- Investigating data and information relevant to the works which are reasonably accessible to the consultant, and considering any reports relating to the works which have been previously prepared by the Consultant or else prepared by others and/or made available to the Consultant by the Client.
- Initiating and controlling normal soil investigations.
- Making a topographical survey of the proposed site of the works. Advising on the necessity for any special surveys, investigations or tests which may be required for the proper design and construction of works, arranging for these to be carried out on behalf of the Client, considering and advising on the results of such special survey, investigations or tests.

The Consultant shall;

- Advise on economy of the structural forms proposed by the Architecture and recommend on the best alternative structural solution.
- Provide the Client with the report justifying structural concept adopted and the structural materials used for the project. Consulting the local or other authorities affecting matters of principles in connection with the structural design. Providing sufficient structural information to enable the production of sketch designs
- Carrying out a site inspection and site survey of existing

facilities or services which will affect the design works.

- Preparing such documents as are reasonably necessary to enable the Client to consider the Consultants general proposals for the construction of the works in the light of the investigations carried out by the Consultants at this stage, and to enable the Client to apply for approval in principle of the execution of the works in accordance with such proposals.
- Advising the Client on the best alternative layout plan of the buildings which may not necessarily be compatible with the adopted layout but which result in an economical design of the associated Civil Engineering Works.

Task 3 – Detailed Design and Working Drawings Stage

Upon approval of the activity under Tasks 1 and 2 above, the Consultant shall embark on carrying out Detailed Design and preparation of working drawing. This shall involve the following activities;

- Developing the detailed design and preparing of calculations, drawings and specifications of the works to a stage necessary for a bill of quantities to be prepared and tenders obtained.
- Advising the Client on the relevant parts of the contract conditions, forms of tender and invitation to tender as may be necessary to enable the works to be tendered for or otherwise ordered by the Client.
- Preparing such specifications, bar bending and other schedules and working out quantities as may be necessary for the preparation of bills of quantities to enable the client to obtain tenders or otherwise award a contract for carrying out works.
- Preparing a cost estimate based on latest rates for the works and submits to the Client before tendering.

The main outputs of this Task shall consist of the following deliverables;

- Detailed architectural drawings
- Detailed landscape drawings
- Detailed structural drawings
- Detailed electrical drawings
- Detailed mechanical drawings
- Detailed Technical specifications
- Bill of quantities for each building (Priced and unpriced)
- Preparing details and calculations relating to the works, other than typical details and typical calculations as may be required for submission to any appropriate authority.

- Any other document necessary for the tender process & construction permit
- Preparing any further designs, specifications and drawings necessary for the information of the contractors to enable them to carry out the works including provision of the bending schedules for reinforced concrete.

Task 4 - Environmental Impact Assessment

In the process of carrying out EIA study, the Consultant shall consult the client and concerned environmental regulatory agency to determine the scope and requirements of the EIA and shall be as provided for under EMCA laws of Kenya 2015.

- The Consultant should assess the environmental impact on the projects and consider the following during the design & Supervision Phases:
- Existing baseline environmental conditions. - Potential environmental impacts both direct and indirect.
- The Consultant shall recommend appropriate mitigation measures/plans to minimize any negative impacts and obtain EIA approvals.
- Include opportunities for environmental enhancement. - Design proposals to protect the environment as per the NEMA guidelines.

Task 5 – Preparation of Tender Documents and Tendering Process

Under this Task, the Consultant shall assist the client with managing the procurement process. The Consultant shall:

- Prepare the final construction contract documents
- Provide all other necessary information as may be required by the construction contract
- Assist the client in coordinating the pre-bid site visits and meeting including provision of necessary clarifications to prospective bidders.
- Assist the client to evaluate bids and prepare evaluation reports.
- Assist in dealing with queries and clarifications during the tender period.
- Assist the Client to negotiate with the selected bidders on any aspects of the construction contracts.
- In consultations with the Client, arrange for the commissioning and commencement of the construction works.

5.4 Duration of the Assignment and Reporting Requirements

5.4.1 Duration of Assignment

The duration of this assignment is estimated as follows:

- Project design and Preparation of Tender Documents 2 months

5.4.2 Reporting Requirements

All reports and communications related to this assignment shall be in English language and in a format agreed between the client and consultant and submitted within the specified time lines. All reports and communications will be sent directly to the Client in the number and form as follows:

- All the reports shall be submitted in A4. All Architectural and Engineering drawings shall be presented in both A3 and A1 for construction drawings;
- One electronic CD/DVD copies shall be provided along with four hard copies of all reports;
- Electronic copies shall be issued in Microsoft word and/or PDF files for text document and in AutoCAD files for drawings.
- The Consultant shall submit the reports as per the schedule below. For each report, the final reports should be submitted within 1 week after receiving comments on the draft reports.

The Client is expected to provide comments on the draft reports within 1 week after the receipt of the reports.

The main outputs from the consultancy services will include (Documents to be provided):

- Inception Report, the progress report, the feasibility and schematic design report, the draft final report, the final report and tender documents.
- It shall be noted that the schedule of successive disbursements is upon approval of corresponding reports by the Clients.
- It is up to the consultant to specify the content of each report in their proposals.

Schedule of reports

Item No.	Report/Deliverable	Due Date after Project Commencement
1	Inception Report	2 weeks
2	Preliminary Sketch Design Report	1 months
3	Detailed Design Report and Tender Documents	2 months
4	Environmental Impact Assessment Report	2 months
5	Bidding Documents	2 months

5.5 Project Team Composition

1. 5.1 Consultants Personnel

The Consultant shall provide a team of qualified and experienced professionals as required and appropriate for completion of the Services as defined below and as provided in the TOR.

The Consultant's key professional staffing schedule for the project shall be in accordance with the accepted proposal which will form the basis of the Contract and as agreed with the Client.

The key expert staff positions will be scored as part of evaluation of the technical proposal.

The Consultant will be required to provide the following key staff as a minimum: -

Team Leader – 1 No.

He/she must have at least a bachelor's degree qualifications of either of the following; Architecture or Civil Engineering; with minimum experience of ten (10) years of managing building projects of a similar nature and on at least five (5) projects of similar magnitude and complexity in the past 5 years. Fluency in written and spoken English is mandatory. The staff must be registered with a relevant recognized professional licensing/regulatory authority and in possession of a valid practicing license.

The Team Leader shall be responsible for the overall management of the project and shall be the principal contact person with the client.

Architect – 1 No.

The Architect shall possess bachelors' degree or equivalent qualification in Architecture. The staff shall possess not less than seven (7) years' experience in infrastructure projects of which not less than five (5) years must have been on design of an assignment of similar nature. Fluency in written and spoken English is mandatory. The staff must be registered with a relevant recognized professional licensing/regulatory authority and in possession of a valid practicing license.

The Architect shall be responsible for the architectural designs of new training center, design and supervise construction of the buildings.

Civil Engineer – 1 No.

The person proposed for the role must have a degree in Civil/Structural Engineering. The Engineer must be registered with a relevant recognized professional licensing/regulatory authority and in possession of a valid practicing license and shall

have at least seven (7) years' experience in civil works and structural design of which not less than three (3) years must have been on design of an assignment of similar nature.

The Civil Engineer shall be responsible for the design and supervise construction of all civil works and utilities.

Mechanical Engineer – 1 No.

The Mechanical Engineer shall hold a bachelor's degree in Mechanical Engineering or equivalent qualification. The Consultant shall possess not less than seven (7) years' experience in design of building projects of which not less than three (3) years must have been on design of an assignment of similar nature. The Engineer must be registered with a relevant recognized professional licensing/regulatory authority and in possession of a valid practicing license

Electrical Engineer -1No

The Electrical Engineer shall hold a bachelor's degree in Electrical Engineering. The Consultant shall possess not less than seven (7) years' experience in design of building projects of which not less than three (3) years must have been on design of an assignment of similar nature. The Engineer must be registered with a relevant recognized professional licensing/regulatory authority.

Quantity Surveyor – 1 No.

The Quantity Surveyor (QS) shall be a registered surveyor with a recognized professional body, with a valid practicing certificate and possess a bachelors' degree qualification or equivalent in Quantity Surveying or Building Economics.

The Quantity Surveyor must be registered with a relevant recognized professional licensing/regulatory authority and in possession of a valid practicing license. The staff shall possess not less than five (5) years' experience in infrastructure projects of which not less than two (2) years must have been on design of an assignment of similar nature.

Environmental – 1 No.

The Environmentalist shall have a degree in environment management or related discipline. He/she must be registered with a relevant professional licensing/regulatory authority. The staff shall possess not less than seven (7) years' experience in infrastructure projects of which not less than three (3) years must have been in carrying out assignments of similar nature.

The Environmentalist shall be responsible for carrying out an environmental impact assessment of the project and prepare Environmental Management Plan in order to minimize any negative impacts that the construction will have on the environment. He/she shall also assist the Client in obtaining the required construction approvals from the relevant environmental authority.

5.5.2 Personnel Time Input Schedule

The entire key expert staff positions indicated in section 5 above will be scored as part of evaluation of the technical proposal as follows:

No	Key Staff	Marks
1	Team Leader – 1 No.- Architect /civil Engineer	7
2	Architect – 1 No.	6
3	Civil Engineer – 1 No.	6
4	Mechanical Engineer – 1 No.	4
5	Electrical Engineer -1No	4
6	Quantity Surveyor – 1 No.	4
7	Environmentalist – 1 No.	4
	Total in technical score	35

The Consultant may however also include inputs for any other staff that he deems necessary for effective execution of the project.

5.6 Equipment, Logistics and Facilities

5.6.1 Consultants Resources

The Consultant shall be responsible for the provision of all the necessary resources to carry out the services; and shall make his own arrangements for, data acquisition, office space, supporting office equipment and furniture, vehicles, accommodation, utilities, communications, and any other required resources during the entire period the assignment is under execution.

5.6.2 Client Inputs

The Client will assist the Consultant by;

Services, facilities and property to be made available to the Consultant by the Client:

- ☐ Making available all data and reports relevant to the project subject to the extent of availability of such information.
- ☐ Facilitating the Consultant's access to the site and make introductions to relevant Government ministries, departments and key stakeholders.
- ☐ Secure permits and approvals necessary for the construction
- ☐ Secure permission for entry into all areas as required for the proper execution of the project.

Professional and support counterpart personnel to be assigned by the Client to the Consultant's team:

- ☐ Client may attach at least one graduate engineer/technician or any other staff for training and capacity building during the project design and construction phase.

5.6.3 Payment for services

The Client shall pay for the consulting services defined in this TOR in accordance with the Contract as follows;

- ☐ Lump Sum Contract for Design Stage and
- ☐ Time Based Contract for Construction Stage signed between the Client and the
- ☐ Consultant

SECTION V: - TERMS OF REFERENCE FOR HOSPITAL

5.4 Background

5.5 The overall objective of the project

5.6 Scope of the consultancy services

5.4.3 Objective of the Consultancy

The objective of the consultancy is to facilitate the designs, preparation of specifications and bill of quantities documents for the execution of the proposed **additional facilities to the hospital**. The firm/consortium will be responsible for planning and the provision of detailed drawings and Bills of Quantities in hard and soft formats for tender action. The Consultant will also supervise the construction works from inception stage to the issuance of the certificate of making good the defects.

5.4.4 Scope of Services

The specific tasks for the consultancy shall involve:

- a) The consultant must visit and acquaint themselves with the site at their own cost.
- b) The consultant to do a detailed design and prepare drawings and bill of quantities for the proposed **additional facilities to the hospital**
- c) The consultant shall supervise the construction of the proposed **additional facilities to the hospital** and coordinate site meetings with the contractor until completion and hand over of the project.

The consultant is expected to deliver but not limited to the following key consultancy area;

- Architectural design
- Landscape design
- Quantity Surveying
- Civil/ Structural Engineering
- Mechanical Engineering
- Electrical Engineering

The design shall include all statutory requirements, authorizations, approvals and permits from local and national authorities ready for tendering.

After the designs are ready and approved by the Client, the consultant will develop Bill of Quantities, facilitate development of bidding documents for the construction of the **additional facilities to the hospital**.

The Client envisions the scope of services to be generally divided in the following design phases with following tasks;

Task 1 - Inception Stage

At the Inception Stage, the following activities shall be undertaken;

- The Consultant shall advise on the need for specialized design services taking into consideration the proposed site and local conditions.
- The Consultant shall advise the client on suitability and adequacy of site for the project, including additional topographic and Geotechnical survey where necessary to cover all area for services.
- The Consultant shall advise on structural forms, suitable materials and building Location and orientation.

Task 2 - Preliminary Sketch Design Stage

The Preliminary sketch design shall consist of the following activities;

- Investigating data and information relevant to the works which are reasonably accessible to the consultant, and considering any reports relating to the works which have been previously prepared by the Consultant or else prepared by others and/or made available to the Consultant by the Client.
- Initiating and controlling normal soil investigations.
- Making a topographical survey of the proposed site of the works. Advising on the necessity for any special surveys, investigations or tests which may be required for the proper design and construction of works, arranging for these to be carried out on behalf of the Client, considering and advising on the results of such special survey, investigations or tests.

The Consultant shall;

- Advise on economy of the structural forms proposed by the Architecture and recommend on the best alternative structural solution.
- Provide the Client with the report justifying structural concept adopted and the structural materials used for the

project. Consulting the local or other authorities affecting matters of principles in connection with the structural design. Providing sufficient structural information to enable the production of sketch designs

- Carrying out a site inspection and site survey of existing facilities or services which will affect the design works.
- Preparing such documents as are reasonably necessary to enable the Client to consider the Consultants general proposals for the construction of the works in the light of the investigations carried out by the Consultants at this stage, and to enable the Client to apply for approval in principle of the execution of the works in accordance with such proposals.
- Advising the Client on the best alternative layout plan of the buildings which may not necessarily be compatible with the adopted layout but which result in an economical design of the associated Civil Engineering Works.

Task 3 – Detailed Design and Working Drawings Stage

Upon approval of the activity under Tasks 1 and 2 above, the Consultant shall embark on carrying out Detailed Design and preparation of working drawing. This shall involve the following activities;

- Developing the detailed design and preparing of calculations, drawings and specifications of the works to a stage necessary for a bill of quantities to be prepared and tenders obtained.
- Advising the Client on the relevant parts of the contract conditions, forms of tender and invitation to tender as may be necessary to enable the works to be tendered for or otherwise ordered by the Client.
- Preparing such specifications, bar bending and other schedules and working out quantities as may be necessary for the preparation of bills of quantities to enable the client to obtain tenders or otherwise award a contract for carrying out works.
- Preparing a cost estimate based on latest rates for the works and submits to the Client before tendering.

The main outputs of this Task shall consist of the following deliverables;

- Detailed architectural drawings
- Detailed landscape drawings
- Detailed structural drawings
- Detailed electrical drawings
- Detailed mechanical drawings

- Detailed Technical specifications
- Bill of quantities for each building (Priced and unpriced)
- Preparing details and calculations relating to the works, other than typical details and typical calculations as may be required for submission to any appropriate authority.
- Any other document necessary for the tender process & construction permit
- Preparing any further designs, specifications and drawings necessary for the information of the contractors to enable them to carry out the works including provision of the bending schedules for reinforced concrete.

Task 4 - Environmental Impact Assessment

In the process of carrying out EIA study, the Consultant shall consult the client and concerned environmental regulatory agency to determine the scope and requirements of the EIA and shall be as provided for under EMCA laws of Kenya 2015.

- The Consultant should assess the environmental impact on the projects and consider the following during the design & Supervision Phases:
- Existing baseline environmental conditions. - Potential environmental impacts both direct and indirect.
- The Consultant shall recommend appropriate mitigation measures/plans to minimize any negative impacts and obtain EIA approvals.
- Include opportunities for environmental enhancement. - Design proposals to protect the environment as per the NEMA guidelines.

Task 5 – Preparation of Tender Documents and Tendering Process

Under this Task, the Consultant shall assist the client with managing the procurement process. The Consultant shall:

- Prepare the final construction contract documents
- Provide all other necessary information as may be required by the construction contract
- Assist the client in coordinating the pre-bid site visits and meeting including provision of necessary clarifications to prospective bidders.
- Assist the client to evaluate bids and prepare evaluation reports.
- Assist in dealing with queries and clarifications during the tender period.
- Assist the Client to negotiate with the selected bidders on any aspects of the construction contracts.
- In consultations with the Client, arrange for the commissioning and commencement of the construction works.

5.5 Duration of the Assignment and Reporting Requirements

5.5.1 Duration of Assignment

The duration of this assignment is estimated as follows:

- Project design and Preparation of Tender Documents 2 months

5.5.2 Reporting Requirements

All reports and communications related to this assignment shall be in English language and in a format agreed between the client and consultant and submitted within the specified time lines. All reports and communications will be sent directly to the Client in the number and form as follows:

- All the reports shall be submitted in A4. All Architectural and Engineering drawings shall be presented in both A3 and A1 for construction drawings;
- One electronic CD/DVD copies shall be provided along with four hard copies of all reports;
- Electronic copies shall be issued in Microsoft word and/or PDF files for text document and in AutoCAD files for drawings.
- The Consultant shall submit the reports as per the schedule below. For each report, the final reports should be submitted within 1 week after receiving comments on the draft reports.

The Client is expected to provide comments on the draft reports within 1 week after the receipt of the reports.

The main outputs from the consultancy services will include (Documents to be provided):

- Inception Report, the progress report, the feasibility and schematic design report, the draft final report, the final report and tender documents.
- It shall be noted that the schedule of successive disbursements is upon approval of corresponding reports by the Clients.
- It is up to the consultant to specify the content of each report in their proposals.

Schedule of reports

Item No.	Report/Deliverable	Due Date after Project Commencement
1	Inception Report	2 weeks
2	Preliminary Sketch Design Report	1 months
3	Detailed Design Report and Tender Documents	2 months
4	Environmental Impact Assessment Report	2 months
5	Bidding Documents	2 months

5.5 Project Team Composition

2. 5.1 Consultants Personnel

The Consultant shall provide a team of qualified and experienced professionals as required and appropriate for completion of the Services as defined below and as provided in the TOR.

The Consultant's key professional staffing schedule for the project shall be in accordance with the accepted proposal which will form the basis of the Contract and as agreed with the Client.

The key expert staff positions will be scored as part of evaluation of the technical proposal.

The Consultant will be required to provide the following key staff as a minimum: -

Team Leader – 1 No.

He/she must have at least a bachelor's degree qualifications of either of the following; Architecture or Civil Engineering; with minimum experience of ten (10) years of managing building projects of a similar nature and on at least five (5) projects of similar magnitude and complexity in the past 5 years. Fluency in written and spoken English is mandatory. The staff must be registered with a relevant recognized professional licensing/regulatory authority and in possession of a valid practicing license.

The Team Leader shall be responsible for the overall management of the project and shall be the principal contact person with the client.

Architect – 1 No.

The Architect shall possess bachelors' degree or equivalent qualification in Architecture. The staff shall possess not less than seven (7) years' experience in infrastructure projects of which not less than five (5) years must have been on design of an assignment of similar nature. Fluency in written and spoken English is mandatory. The staff must be registered with a relevant recognized professional licensing/regulatory authority and in possession of a valid practicing license.

The Architect shall be responsible for the architectural designs of new training center, design and supervise construction of the buildings.

Civil Engineer – 1 No.

The person proposed for the role must have a degree in Civil/Structural Engineering. The Engineer must be registered with a relevant recognized professional licensing/regulatory authority and in possession of a valid practicing license and shall

have at least seven (7) years' experience in civil works and structural design of which not less than three (3) years must have been on design of an assignment of similar nature.

The Civil Engineer shall be responsible for the design and supervise construction of all civil works and utilities.

Mechanical Engineer – 1 No.

The Mechanical Engineer shall hold a bachelor's degree in Mechanical Engineering or equivalent qualification. The Consultant shall possess not less than seven (7) years' experience in design of building projects of which not less than three (3) years must have been on design of an assignment of similar nature. The Engineer must be registered with a relevant recognized professional licensing/regulatory authority and in possession of a valid practicing license

Electrical Engineer -1No

The Electrical Engineer shall hold a bachelor's degree in Electrical Engineering. The Consultant shall possess not less than seven (7) years' experience in design of building projects of which not less than three (3) years must have been on design of an assignment of similar nature. The Engineer must be registered with a relevant recognized professional licensing/regulatory authority.

Quantity Surveyor – 1 No.

The Quantity Surveyor (QS) shall be a registered surveyor with a recognized professional body, with a valid practicing certificate and possess a bachelors' degree qualification or equivalent in Quantity Surveying or Building Economics.

The Quantity Surveyor must be registered with a relevant recognized professional licensing/regulatory authority and in possession of a valid practicing license. The staff shall possess not less than five (5) years' experience in infrastructure projects of which not less than two (2) years must have been on design of an assignment of similar nature.

Environmental – 1 No.

The Environmentalist shall have a degree in environment management or related discipline. He/she must be registered with a relevant professional licensing/regulatory authority. The staff shall possess not less than seven (7) years' experience in infrastructure projects of which not less than three (3) years must have been in carrying out assignments of similar nature.

The Environmentalist shall be responsible for carrying out an environmental impact assessment of the project and prepare Environmental Management Plan in order to minimize any negative impacts that the construction will have on the environment. He/she shall also assist the Client in obtaining the required construction approvals from the relevant environmental authority.

5.5.2 Personnel Time Input Schedule

The entire key expert staff positions indicated in section 5 above will be scored as part of evaluation of the technical proposal as follows:

No	Key Staff	Marks
1	Team Leader – 1 No.- Architect /civil Engineer	7
2	Architect – 1 No.	6
3	Civil Engineer – 1 No.	6
4	Mechanical Engineer – 1 No.	4
5	Electrical Engineer -1No	4
6	Quantity Surveyor – 1 No.	4
7	Environmentalist – 1 No.	4
	Total in technical score	35

The Consultant may however also include inputs for any other staff that he deems necessary for effective execution of the project.

5.7 Equipment, Logistics and Facilities

5.7.1 Consultants Resources

The Consultant shall be responsible for the provision of all the necessary resources to carry out the services; and shall make his own arrangements for, data acquisition, office space, supporting office equipment and furniture, vehicles, accommodation, utilities, communications, and any other required resources during the entire period the assignment is under execution.

5.7.2 Client Inputs

The Client will assist the Consultant by;

Services, facilities and property to be made available to the Consultant by the Client:

- ☐ Making available all data and reports relevant to the project subject to the extent of availability of such information.
- ☐ Facilitating the Consultant's access to the site and make introductions to relevant Government ministries, departments and key stakeholders.
- ☐ Secure permits and approvals necessary for the construction
- ☐ Secure permission for entry into all areas as required for the proper execution of the project.

Professional and support counterpart personnel to be assigned by the Client to the Consultant's team:

- ☐ Client may attach at least one graduate engineer/technician or any other staff for training and capacity building during the project design and construction phase.

5.7.3 Payment for services

The Client shall pay for the consulting services defined in this TOR in accordance with the Contract as follows;

- ☐ Lump Sum Contract for Design Stage and
- ☐ Time Based Contract for Construction Stage signed between the Client and the
- ☐ Consultant

SECTION V: - TERMS OF REFERENCE FOR STADIUM 1

5.7 Background

5.8 The overall objective of the project

5.9 Scope of the consultancy services

5.5.3 Objective of the Consultancy

The objective of the consultancy is to facilitate the designs, preparation of specifications and bill of quantities documents for the execution of the proposed **stadium**. The firm/consortium will be responsible for planning and the provision of detailed drawings and Bills of Quantities in hard and soft formats for tender action. The Consultant will also supervise the construction works from inception stage to the issuance of the certificate of making good the defects.

5.5.4 Scope of Services

The specific tasks for the consultancy shall involve:

- a) The consultant must visit and acquaint themselves with the site at their own cost.
- b) The consultant to do a detailed design and prepare drawings and bill of quantities for the proposed **stadium**
- c) The consultant shall supervise the construction of the proposed stadium and coordinate site meetings with the contractor until completion and hand over of the project.

The consultant is expected to deliver but not limited to the following key consultancy area;

- Architectural design
- Landscape design
- Quantity Surveying
- Civil/ Structural Engineering
- Mechanical Engineering
- Electrical Engineering

The design shall include all statutory requirements, authorizations, approvals and permits from local and national authorities ready for tendering.

After the designs are ready and approved by the Client, the consultant will develop Bill of Quantities, facilitate development of bidding documents for the construction of the stadium.

The Client envisions the scope of services to be generally divided in the following design phases with following tasks;

Task 1 - Inception Stage

At the Inception Stage, the following activities shall be undertaken;

- The Consultant shall advise on the need for specialized design services taking into consideration the proposed site and local conditions.
- The Consultant shall advise the client on suitability and adequacy of site for the project, including additional topographic and Geotechnical survey where necessary to cover all area for services.
- The Consultant shall advise on structural forms, suitable materials and building Location and orientation.

Task 2 - Preliminary Sketch Design Stage

The Preliminary sketch design shall consist of the following activities;

- Investigating data and information relevant to the works which are reasonably accessible to the consultant, and considering any reports relating to the works which have been previously prepared by the Consultant or else prepared by others and/or made available to the Consultant by the Client.
- Initiating and controlling normal soil investigations.
- Making a topographical survey of the proposed site of the works. Advising on the necessity for any special surveys, investigations or tests which may be required for the proper design and construction of works, arranging for these to be carried out on behalf of the Client, considering and advising on the results of such special survey, investigations or tests.

The Consultant shall;

- Advise on economy of the structural forms proposed by the Architecture and recommend on the best alternative structural solution.
- Provide the Client with the report justifying structural concept adopted and the structural materials used for the project. Consulting the local or other authorities affecting

matters of principles in connection with the structural design. Providing sufficient structural information to enable the production of sketch designs

- Carrying out a site inspection and site survey of existing facilities or services which will affect the design works.
- Preparing such documents as are reasonably necessary to enable the Client to consider the Consultants general proposals for the construction of the works in the light of the investigations carried out by the Consultants at this stage, and to enable the Client to apply for approval in principle of the execution of the works in accordance with such proposals.
- Advising the Client on the best alternative layout plan of the buildings which may not necessarily be compatible with the adopted layout but which result in an economical design of the associated Civil Engineering Works.

Task 3 – Detailed Design and Working Drawings Stage

Upon approval of the activity under Tasks 1 and 2 above, the Consultant shall embark on carrying out Detailed Design and preparation of working drawing. This shall involve the following activities;

- Developing the detailed design and preparing of calculations, drawings and specifications of the works to a stage necessary for a bill of quantities to be prepared and tenders obtained.
- Advising the Client on the relevant parts of the contract conditions, forms of tender and invitation to tender as may be necessary to enable the works to be tendered for or otherwise ordered by the Client.
- Preparing such specifications, bar bending and other schedules and working out quantities as may be necessary for the preparation of bills of quantities to enable the client to obtain tenders or otherwise award a contract for carrying out works.
- Preparing a cost estimate based on latest rates for the works and submits to the Client before tendering.

The main outputs of this Task shall consist of the following deliverables;

- Detailed architectural drawings
- Detailed landscape drawings
- Detailed structural drawings
- Detailed electrical drawings
- Detailed mechanical drawings

- Detailed Technical specifications
- Bill of quantities for each building (Priced and unpriced)
- Preparing details and calculations relating to the works, other than typical details and typical calculations as may be required for submission to any appropriate authority.
- Any other document necessary for the tender process & construction permit
- Preparing any further designs, specifications and drawings necessary for the information of the contractors to enable them to carry out the works including provision of the bending schedules for reinforced concrete.

Task 4 - Environmental Impact Assessment

In the process of carrying out EIA study, the Consultant shall consult the client and concerned environmental regulatory agency to determine the scope and requirements of the EIA and shall be as provided for under EMCA laws of Kenya 2015.

- The Consultant should assess the environmental impact on the projects and consider the following during the design & Supervision Phases:
- Existing baseline environmental conditions. - Potential environmental impacts both direct and indirect.
- The Consultant shall recommend appropriate mitigation measures/plans to minimize any negative impacts and obtain EIA approvals.
- Include opportunities for environmental enhancement. - Design proposals to protect the environment as per the NEMA guidelines.

Task 5 – Preparation of Tender Documents and Tendering Process

Under this Task, the Consultant shall assist the client with managing the procurement process. The Consultant shall:

- Prepare the final construction contract documents
- Provide all other necessary information as may be required by the construction contract
- Assist the client in coordinating the pre-bid site visits and meeting including provision of necessary clarifications to prospective bidders.
- Assist the client to evaluate bids and prepare evaluation reports.
- Assist in dealing with queries and clarifications during the tender period.
- Assist the Client to negotiate with the selected bidders on any aspects of the construction contracts.
- In consultations with the Client, arrange for the commissioning and commencement of the construction works.

5.6 Duration of the Assignment and Reporting Requirements

5.6.1 Duration of Assignment

The duration of this assignment is estimated as follows:

- Project design and Preparation of Tender Documents 2 months

5.6.2 Reporting Requirements

All reports and communications related to this assignment shall be in English language and in a format agreed between the client and consultant and submitted within the specified time lines. All reports and communications will be sent directly to the Client in the number and form as follows:

- All the reports shall be submitted in A4. All Architectural and Engineering drawings shall be presented in both A3 and A1 for construction drawings;
- One electronic CD/DVD copies shall be provided along with four hard copies of all reports;
- Electronic copies shall be issued in Microsoft word and/or PDF files for text document and in AutoCAD files for drawings.
- The Consultant shall submit the reports as per the schedule below. For each report, the final reports should be submitted within 1 week after receiving comments on the draft reports.

The Client is expected to provide comments on the draft reports within 1 week after the receipt of the reports.

The main outputs from the consultancy services will include (Documents to be provided):

- Inception Report, the progress report, the feasibility and schematic design report, the draft final report, the final report and tender documents.
- It shall be noted that the schedule of successive disbursements is upon approval of corresponding reports by the Clients.
- It is up to the consultant to specify the content of each report in their proposals.

Schedule of reports

Item No.	Report/Deliverable	Due Date after Project Commencement
1	Inception Report	2 weeks
2	Preliminary Sketch Design Report	1 months
3	Detailed Design Report and Tender Documents	2 months
4	Environmental Impact Assessment Report	2 months
5	Bidding Documents	2 months

5.5 Project Team Composition

3. 5.1 Consultants Personnel

The Consultant shall provide a team of qualified and experienced professionals as required and appropriate for completion of the Services as defined below and as provided in the TOR.

The Consultant's key professional staffing schedule for the project shall be in accordance with the accepted proposal which will form the basis of the Contract and as agreed with the Client.

The key expert staff positions will be scored as part of evaluation of the technical proposal.

The Consultant will be required to provide the following key staff as a minimum: -

Team Leader – 1 No.

He/she must have at least a bachelor's degree qualifications of either of the following; Architecture or Civil Engineering; with minimum experience of ten (10) years of managing building projects of a similar nature and on at least five (5) projects of similar magnitude and complexity in the past 5 years. Fluency in written and spoken English is mandatory. The staff must be registered with a relevant recognized professional licensing/regulatory authority and in possession of a valid practicing license.

The Team Leader shall be responsible for the overall management of the project and shall be the principal contact person with the client.

Architect – 1 No.

The Architect shall possess bachelors' degree or equivalent qualification in Architecture. The staff shall possess not less than seven (7) years' experience in infrastructure projects of which not less than five (5) years must have been on design of an assignment of similar nature. Fluency in written and spoken English is mandatory. The staff must be registered with a relevant recognized professional licensing/regulatory authority and in possession of a valid practicing license.

The Architect shall be responsible for the architectural designs of new training center, design and supervise construction of the buildings.

Civil Engineer – 1 No.

The person proposed for the role must have a degree in Civil/Structural Engineering. The Engineer must be registered with a relevant recognized professional licensing/regulatory authority and in possession of a valid practicing license and shall

have at least seven (7) years' experience in civil works and structural design of which not less than three (3) years must have been on design of an assignment of similar nature.

The Civil Engineer shall be responsible for the design and supervise construction of all civil works and utilities.

Mechanical Engineer – 1 No.

The Mechanical Engineer shall hold a bachelor's degree in Mechanical Engineering or equivalent qualification. The Consultant shall possess not less than seven (7) years' experience in design of building projects of which not less than three (3) years must have been on design of an assignment of similar nature. The Engineer must be registered with a relevant recognized professional licensing/regulatory authority and in possession of a valid practicing license

Electrical Engineer -1No

The Electrical Engineer shall hold a bachelor's degree in Electrical Engineering. The Consultant shall possess not less than seven (7) years' experience in design of building projects of which not less than three (3) years must have been on design of an assignment of similar nature. The Engineer must be registered with a relevant recognized professional licensing/regulatory authority.

Quantity Surveyor – 1 No.

The Quantity Surveyor (QS) shall be a registered surveyor with a recognized professional body, with a valid practicing certificate and possess a bachelors' degree qualification or equivalent in Quantity Surveying or Building Economics.

The Quantity Surveyor must be registered with a relevant recognized professional licensing/regulatory authority and in possession of a valid practicing license. The staff shall possess not less than five (5) years' experience in infrastructure projects of which not less than two (2) years must have been on design of an assignment of similar nature.

Environmental – 1 No.

The Environmentalist shall have a degree in environment management or related discipline. He/she must be registered with a relevant professional licensing/regulatory authority. The staff shall possess not less than seven (7) years' experience in infrastructure projects of which not less than three (3) years must have been in carrying out assignments of similar nature.

The Environmentalist shall be responsible for carrying out an environmental impact assessment of the project and prepare Environmental Management Plan in order to minimize any negative impacts that the construction will have on the environment. He/she shall also assist the Client in obtaining the required construction approvals from the relevant environmental authority.

5.5.2 Personnel Time Input Schedule

The entire key expert staff positions indicated in section 5 above will be scored as part of evaluation of the technical proposal as follows:

No	Key Staff	Marks
1	Team Leader – 1 No.- Architect /civil Engineer	7
2	Architect – 1 No.	6
3	Civil Engineer – 1 No.	6
4	Mechanical Engineer – 1 No.	4
5	Electrical Engineer -1No	4
6	Quantity Surveyor – 1 No.	4
7	Environmentalist – 1 No.	4
	Total in technical score	35

The Consultant may however also include inputs for any other staff that he deems necessary for effective execution of the project.

5.8 Equipment, Logistics and Facilities

5.8.1 Consultants Resources

The Consultant shall be responsible for the provision of all the necessary resources to carry out the services; and shall make his own arrangements for, data acquisition, office space, supporting office equipment and furniture, vehicles, accommodation, utilities, communications, and any other required resources during the entire period the assignment is under execution.

5.8.2 Client Inputs

The Client will assist the Consultant by;

Services, facilities and property to be made available to the Consultant by the Client:

- ☐ Making available all data and reports relevant to the project subject to the extent of availability of such information.
- ☐ Facilitating the Consultant's access to the site and make introductions to relevant Government ministries, departments and key stakeholders.
- ☐ Secure permits and approvals necessary for the construction
- ☐ Secure permission for entry into all areas as required for the proper execution of the project.

Professional and support counterpart personnel to be assigned by the Client to the Consultant's team:

- ☐ Client may attach at least one graduate engineer/technician or any other staff for training and capacity building during the project design and construction phase.

5.8.3 Payment for services

The Client shall pay for the consulting services defined in this TOR in accordance with the Contract as follows;

- ☐ Lump Sum Contract for Design Stage and
- ☐ Time Based Contract for Construction Stage signed between the Client and the
- ☐ Consultant

SECTION V: - TERMS OF REFERENCE FOR STADIUM 2

5.10 Background

5.11 The overall objective of the project

5.12 Scope of the consultancy services

5.6.3 Objective of the Consultancy

The objective of the consultancy is to facilitate the designs, preparation of specifications and bill of quantities documents for the execution of the proposed **stadium**. The firm/consortium will be responsible for planning and the provision of detailed drawings and Bills of Quantities in hard and soft formats for tender action. The Consultant will also supervise the construction works from inception stage to the issuance of the certificate of making good the defects.

5.6.4 Scope of Services

The specific tasks for the consultancy shall involve:

- a) The consultant must visit and acquaint themselves with the site at their own cost.
- b) The consultant to do a detailed design and prepare drawings and bill of quantities for the proposed **stadium**
- c) The consultant shall supervise the construction of the proposed stadium and coordinate site meetings with the contractor until completion and hand over of the project.

The consultant is expected to deliver but not limited to the following key consultancy area;

- Architectural design
- Landscape design
- Quantity Surveying
- Civil/ Structural Engineering
- Mechanical Engineering
- Electrical Engineering

The design shall include all statutory requirements, authorizations, approvals and permits from local and national authorities ready for tendering.

After the designs are ready and approved by the Client, the consultant will develop Bill of Quantities, facilitate development of bidding documents for the construction of the **stadium**.

The Client envisions the scope of services to be generally divided in the following design phases with following tasks;

Task 1 - Inception Stage

At the Inception Stage, the following activities shall be undertaken;

- The Consultant shall advise on the need for specialized design services taking into consideration the proposed site and local conditions.
- The Consultant shall advise the client on suitability and adequacy of site for the project, including additional topographic and Geotechnical survey where necessary to cover all area for services.
- The Consultant shall advise on structural forms, suitable materials and building Location and orientation.

Task 2 - Preliminary Sketch Design Stage

The Preliminary sketch design shall consist of the following activities;

- Investigating data and information relevant to the works which are reasonably accessible to the consultant, and considering any reports relating to the works which have been previously prepared by the Consultant or else prepared by others and/or made available to the Consultant by the Client.
- Initiating and controlling normal soil investigations.
- Making a topographical survey of the proposed site of the works. Advising on the necessity for any special surveys, investigations or tests which may be required for the proper design and construction of works, arranging for these to be carried out on behalf of the Client, considering and advising on the results of such special survey, investigations or tests.

The Consultant shall;

- Advise on economy of the structural forms proposed by the Architecture and recommend on the best alternative structural solution.
- Provide the Client with the report justifying structural concept adopted and the structural materials used for the project. Consulting the local or other authorities affecting

matters of principles in connection with the structural design. Providing sufficient structural information to enable the production of sketch designs

- Carrying out a site inspection and site survey of existing facilities or services which will affect the design works.
- Preparing such documents as are reasonably necessary to enable the Client to consider the Consultants general proposals for the construction of the works in the light of the investigations carried out by the Consultants at this stage, and to enable the Client to apply for approval in principle of the execution of the works in accordance with such proposals.
- Advising the Client on the best alternative layout plan of the buildings which may not necessarily be compatible with the adopted layout but which result in an economical design of the associated Civil Engineering Works.

Task 3 – Detailed Design and Working Drawings Stage

Upon approval of the activity under Tasks 1 and 2 above, the Consultant shall embark on carrying out Detailed Design and preparation of working drawing. This shall involve the following activities;

- Developing the detailed design and preparing of calculations, drawings and specifications of the works to a stage necessary for a bill of quantities to be prepared and tenders obtained.
- Advising the Client on the relevant parts of the contract conditions, forms of tender and invitation to tender as may be necessary to enable the works to be tendered for or otherwise ordered by the Client.
- Preparing such specifications, bar bending and other schedules and working out quantities as may be necessary for the preparation of bills of quantities to enable the client to obtain tenders or otherwise award a contract for carrying out works.
- Preparing a cost estimate based on latest rates for the works and submits to the Client before tendering.

The main outputs of this Task shall consist of the following deliverables;

- Detailed architectural drawings
- Detailed landscape drawings
- Detailed structural drawings
- Detailed electrical drawings
- Detailed mechanical drawings

- Detailed Technical specifications
- Bill of quantities for each building (Priced and unpriced)
- Preparing details and calculations relating to the works, other than typical details and typical calculations as may be required for submission to any appropriate authority.
- Any other document necessary for the tender process & construction permit
- Preparing any further designs, specifications and drawings necessary for the information of the contractors to enable them to carry out the works including provision of the bending schedules for reinforced concrete.

Task 4 - Environmental Impact Assessment

In the process of carrying out EIA study, the Consultant shall consult the client and concerned environmental regulatory agency to determine the scope and requirements of the EIA and shall be as provided for under EMCA laws of Kenya 2015.

- The Consultant should assess the environmental impact on the projects and consider the following during the design & Supervision Phases:
- Existing baseline environmental conditions. - Potential environmental impacts both direct and indirect.
- The Consultant shall recommend appropriate mitigation measures/plans to minimize any negative impacts and obtain EIA approvals.
- Include opportunities for environmental enhancement. - Design proposals to protect the environment as per the NEMA guidelines.

Task 5 – Preparation of Tender Documents and Tendering Process

Under this Task, the Consultant shall assist the client with managing the procurement process. The Consultant shall:

- Prepare the final construction contract documents
- Provide all other necessary information as may be required by the construction contract
- Assist the client in coordinating the pre-bid site visits and meeting including provision of necessary clarifications to prospective bidders.
- Assist the client to evaluate bids and prepare evaluation reports.
- Assist in dealing with queries and clarifications during the tender period.
- Assist the Client to negotiate with the selected bidders on any aspects of the construction contracts.
- In consultations with the Client, arrange for the commissioning and commencement of the construction works.

5.7 Duration of the Assignment and Reporting Requirements

5.7.1 Duration of Assignment

The duration of this assignment is estimated as follows:

- Project design and Preparation of Tender Documents 2 months

5.7.2 Reporting Requirements

All reports and communications related to this assignment shall be in English language and in a format agreed between the client and consultant and submitted within the specified time lines. All reports and communications will be sent directly to the Client in the number and form as follows:

- All the reports shall be submitted in A4. All Architectural and Engineering drawings shall be presented in both A3 and A1 for construction drawings;
- One electronic CD/DVD copies shall be provided along with four hard copies of all reports;
- Electronic copies shall be issued in Microsoft word and/or PDF files for text document and in AutoCAD files for drawings.
- The Consultant shall submit the reports as per the schedule below. For each report, the final reports should be submitted within 1 week after receiving comments on the draft reports.

The Client is expected to provide comments on the draft reports within 1 week after the receipt of the reports.

The main outputs from the consultancy services will include (Documents to be provided):

- Inception Report, the progress report, the feasibility and schematic design report, the draft final report, the final report and tender documents.
- It shall be noted that the schedule of successive disbursements is upon approval of corresponding reports by the Clients.
- It is up to the consultant to specify the content of each report in their proposals.

Schedule of reports

Item No.	Report/Deliverable	Due Date after Project Commencement
1	Inception Report	2 weeks
2	Preliminary Sketch Design Report	1 months
3	Detailed Design Report and Tender Documents	2 months
4	Environmental Impact Assessment Report	2 months
5	Bidding Documents	2 months

5.5 Project Team Composition

4. 5.1 Consultants Personnel

The Consultant shall provide a team of qualified and experienced professionals as required and appropriate for completion of the Services as defined below and as provided in the TOR.

The Consultant's key professional staffing schedule for the project shall be in accordance with the accepted proposal which will form the basis of the Contract and as agreed with the Client.

The key expert staff positions will be scored as part of evaluation of the technical proposal.

The Consultant will be required to provide the following key staff as a minimum: -

Team Leader – 1 No.

He/she must have at least a bachelor's degree qualifications of either of the following; Architecture or Civil Engineering; with minimum experience of ten (10) years of managing building projects of a similar nature and on at least five (5) projects of similar magnitude and complexity in the past 5 years. Fluency in written and spoken English is mandatory. The staff must be registered with a relevant recognized professional licensing/regulatory authority and in possession of a valid practicing license.

The Team Leader shall be responsible for the overall management of the project and shall be the principal contact person with the client.

Architect – 1 No.

The Architect shall possess bachelors' degree or equivalent qualification in Architecture. The staff shall possess not less than seven (7) years' experience in infrastructure projects of which not less than five (5) years must have been on design of an assignment of similar nature. Fluency in written and spoken English is mandatory. The staff must be registered with a relevant recognized professional licensing/regulatory authority and in possession of a valid practicing license.

The Architect shall be responsible for the architectural designs of new training center, design and supervise construction of the buildings.

Civil Engineer – 1 No.

The person proposed for the role must have a degree in Civil/Structural Engineering. The Engineer must be registered with a relevant recognized professional licensing/regulatory authority and in possession of a valid practicing license and shall

have at least seven (7) years' experience in civil works and structural design of which not less than three (3) years must have been on design of an assignment of similar nature.

The Civil Engineer shall be responsible for the design and supervise construction of all civil works and utilities.

Mechanical Engineer – 1 No.

The Mechanical Engineer shall hold a bachelor's degree in Mechanical Engineering or equivalent qualification. The Consultant shall possess not less than seven (7) years' experience in design of building projects of which not less than three (3) years must have been on design of an assignment of similar nature. The Engineer must be registered with a relevant recognized professional licensing/regulatory authority and in possession of a valid practicing license

Electrical Engineer -1No

The Electrical Engineer shall hold a bachelor's degree in Electrical Engineering. The Consultant shall possess not less than seven (7) years' experience in design of building projects of which not less than three (3) years must have been on design of an assignment of similar nature. The Engineer must be registered with a relevant recognized professional licensing/regulatory authority.

Quantity Surveyor – 1 No.

The Quantity Surveyor (QS) shall be a registered surveyor with a recognized professional body, with a valid practicing certificate and possess a bachelors' degree qualification or equivalent in Quantity Surveying or Building Economics.

The Quantity Surveyor must be registered with a relevant recognized professional licensing/regulatory authority and in possession of a valid practicing license. The staff shall possess not less than five (5) years' experience in infrastructure projects of which not less than two (2) years must have been on design of an assignment of similar nature.

Environmental – 1 No.

The Environmentalist shall have a degree in environment management or related discipline. He/she must be registered with a relevant professional licensing/regulatory authority. The staff shall possess not less than seven (7) years' experience in infrastructure projects of which not less than three (3) years must have been in carrying out assignments of similar nature.

The Environmentalist shall be responsible for carrying out an environmental impact assessment of the project and prepare Environmental Management Plan in order to minimize any negative impacts that the construction will have on the environment. He/she shall also assist the Client in obtaining the required construction approvals from the relevant environmental authority.

5.5.2 Personnel Time Input Schedule

The entire key expert staff positions indicated in section 5 above will be scored as part of evaluation of the technical proposal as follows:

No	Key Staff	Marks
1	Team Leader – 1 No.- Architect /civil Engineer	7
2	Architect – 1 No.	6
3	Civil Engineer – 1 No.	6
4	Mechanical Engineer – 1 No.	4
5	Electrical Engineer -1No	4
6	Quantity Surveyor – 1 No.	4
7	Environmentalist – 1 No.	4
	Total in technical score	35

The Consultant may however also include inputs for any other staff that he deems necessary for effective execution of the project.

5.9 Equipment, Logistics and Facilities

5.9.1 Consultants Resources

The Consultant shall be responsible for the provision of all the necessary resources to carry out the services; and shall make his own arrangements for, data acquisition, office space, supporting office equipment and furniture, vehicles, accommodation, utilities, communications, and any other required resources during the entire period the assignment is under execution.

5.9.2 Client Inputs

The Client will assist the Consultant by;

Services, facilities and property to be made available to the Consultant by the Client:

- ☐ Making available all data and reports relevant to the project subject to the extent of availability of such information.
- ☐ Facilitating the Consultant's access to the site and make introductions to relevant Government ministries, departments and key stakeholders.
- ☐ Secure permits and approvals necessary for the construction
- ☐ Secure permission for entry into all areas as required for the proper execution of the project.

Professional and support counterpart personnel to be assigned by the Client to the Consultant's team:

- ☐ Client may attach at least one graduate engineer/technician or any other staff for training and capacity building during the project design and construction phase.

5.9.3 Payment for services

The Client shall pay for the consulting services defined in this TOR in accordance with the Contract as follows;

- ☐ Lump Sum Contract for Design Stage and
- ☐ Time Based Contract for Construction Stage signed between the Client and the
- ☐ Consultant

SECTION VI:
STANDARD FORMS OF CONTRACT

- a. ANNEX I – LARGE ASSIGNMENTS (LUMP-SUM PAYMENTS)
- b. ANNEX II – LARGE AND SMALL ASSIGNMENTS (TIME - BASED PAYMENTS)
- c. ANNEX III – SMALL ASSIGNMENTS (LUMP-SUM PAYMENTS)

NOTES

- 1. LARGE ASSIGNMENT ____Exceeding Ksh 5,000,000
- 2. SMALL ASSIGNMENT ____Not exceeding Ksh. 5,000,000
- 3. TIME BASED PAYMENT ____Time based fixed fee Exact duration of contract not fixed
- 4. LUMP-SUM PAYMENT ____Stated fixed contract sum.

(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]

Dated: _____*[date]*

(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 _____ *of* _____ *Client's*

[title] _____

[signature] _____

[date] _____

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

[full name of Consultant's
authorized representative] _____

[title] _____

[signature] _____

[date] _____

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

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

(vii)

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

1.2 Law Governing the Contract

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

1.3 Language

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

1.4 Notices

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

1.5 Location

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

1.6 Authorized Representatives

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

(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 of Contract** The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

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

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

2.6 Termination

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

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

For the purpose of this clause;

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

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

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

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

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

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

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

1.2 Conflict of Interests

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

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

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

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

(xii)

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

3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project

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

3.2.3 Prohibition of Conflicting Activities

Neither the Consultant nor his subconsultant[s] nor their personnel shall engage, either directly or indirectly in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract; or
- (b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

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

3.4 Insurance to be Taken Out by the Consultant

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

- 3.5 Consultant's Actions Requiring Client's Prior Approval** The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions;
- (a) entering into a subcontract for the performance of any part of the Services,
 - (b) appointing such members of the personnel not listed by name in Appendix C ("Key Personnel and Subconsultants").
- 3.6 Reporting Obligations** The Consultants shall submit to the Client the reports and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.
- 3.7 Documents prepared by the Consultant to Be the Property of the Client** All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of the Client and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

4. CONSULTANT'S PERSONNEL

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

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

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

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

5.2 Change in the Applicable Law

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

5.3 Services and Facilities

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

6. PAYMENTS TO THE CONSULTANT

6.1 Lump-Sum Remuneration

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Subconsultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the

Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price

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

6.3 Payment for Additional Services

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

6.4 Terms and Conditions of Payment

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

6.5 Interest on Delayed Payment

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

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement

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

7.2 Dispute Settlement

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

III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of and Supplements to Clauses in the General Conditions of Contract
1.1(i)	The Member in Charge is _____ <i>[name of Member]</i>
1.4	<p>The addresses are:</p> <p>Client: _____</p> <p>Attention: _____</p> <p>Telephone: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p> <p>Consultant: _____</p> <p>Attention: _____</p> <p>Telephone: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Client: _____</p> <p>For the Consultant: _____</p>
2.1	<p>The date on which this Contract shall come into effect Is the date the Contract is signed.</p> <p>Note: <i>The date may be specified by reference to conditions of effectiveness of the Contract, such as receipt by Consultants of advance payment and by Client of bank guarantee</i></p>
2.2	The date for the commencement of Services is 5 days after signing contract.
2.3	<p>The period shall be 90 Calendar days.</p> <p>Note: <i>Fill in the period, eg, twenty-four (24) months or such other period as the Parties may agree in writing.</i></p>

3.4 The risks and coverage shall be:

- (i) Professional Liability (In accordance with requirements of appropriate professional bodies)
- (ii) Loss of or damage to equipment and property N/A_____

6.2(a) The amount in foreign currency or currencies is__N/A [Insert amount].

6.2(b) The amount in local Currency is_____

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 architectural designs report.
- Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the draft final architectural designs and BQs.
- Twenty (20) percent of the lump-sum amount shall be paid upon approval of the final architectural and BQs.
- The bank guarantee shall be released when the total payments reach fifty (50) percent of the lump-sum amount.

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

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

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of
.....20.....

SIGNED

Board Secretary