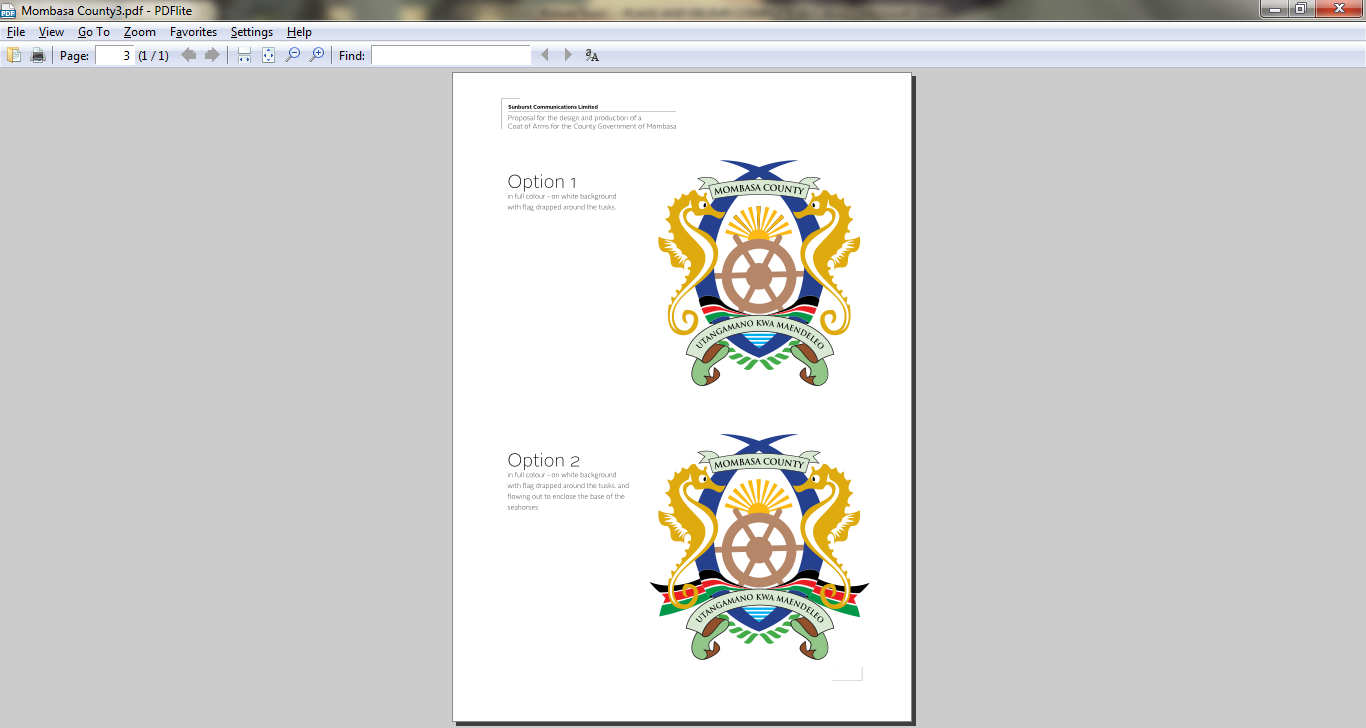
**COUNTY GOVERNMENT OF MOMBASA**



TENDER NO: CGM/PRO/T/029/2018-2019

REQUEST FOR PROPOSALS CONSULTANCY FOR DEVELOPMENT OF A MASTER PLAN FOR THE DEPARTMENT OF HEALTH

APRIL, 2019

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# INVITATION TO TENDER

1. The County Government of Mombasa hereby invites **qualified Consultants** submit technical and financial submissions for **CONSULTANCY SERVICES FOR PREPARATION OF A MASTERPLAN FOR THE DEPARTMENT OF HEALTH**
2. Tendering will be conducted through the National Competitive Bidding procedures specified in the Public Procurement and Asset Disposal Act, 2015.
3. A complete set of bidding documents in English may be purchased by interested eligible bidders upon submission of a written application to the address below and upon payment of **a non-refundable fee of Kshs. 1,000 per** set (or equivalent in a convertible currency). The method of payment will be cash or banker’s cheque from a reputable bank in Kenya payable to Mombasa County. The Bidding documents will be collected from the address below upon production of a purchase receipt.
4. The document can be viewed and downloaded from **www.mombasa.go.ke** at no fee
5. Completed Tender Documents in plain, sealed envelopes bearing ONLY the Tender Number and its description, and without bearing any name or mark, whatsoever to indicate the identity of the sender must be may be deposited at **Tender Box located at the county Secretary Office County Hall received by The County Secretary County Government of Mombasa or returned to the Procurement office County Assembly Hall, Treasury Square, Mombasa so as to reach her not later than 10.00 a.m. on Tuesday 7th May, 2019** and addressed as;

**TENDER NO. CGM/PRO/T/029/2018-2019 - CONSULTANCY SERVICES FOR DEVELOPMENT OF A MASTER PLAN FOR THE DEPARTMENT OF HEALTH**

**“DO NOT OPEN BEFORE 10.00 HOURS EAST AFRICAN TIME ON TUESDAY 7TH MAY, 2019** Addressed to:

**THE COUNTY SECRETARY,**

**COUNTY GOVERNMENT OF MOMBASA,**

**P.O. BOX 80133 – 00100.**

**MOMBASA.**

1. Bulky tenders shall be **submitted at the office of the Director of Procurement & Supplies located on the 2nd floor County Assembly Hall, Treasury Square**
2. Tenders shall be publicly opened in the presence of bidders who choose to attend the **tender opening at 10.30 a.m. in the Finance Boardroom or where directed by the County Secretary**.
3. Prices quoted should be inclusive of all taxes and delivery and must be in Kenya Shillings shall remain valid for 90 days from the closing date of the tender.
4. Canvassing or lobbying for the tender shall lead to automatic disqualification.

**DIRECTOR SUPPLY CHAIN MANAGEMENT**

**FOR: COUNTY SECRETARY, COUNTY GOVERNMENT OF MOMBASA**

# INSTRUCTIONS TO TENDERERS

# SECTION II: - INFORMATION TO CONSULTANTS (ITC)

* 1. **Introduction**
     1. The Client named the Appendix to “ITC” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.
     2. The consultant, who should be to offer services (*if the consultant is not able to offer all services, the consultant is allowed to form a consortium*) of **Architectural designs**, **Structural/Civil designs**, **Quantity Surveying services** and **Services Engineering works** (*i.e., Electrical/Mechanical, Intercom/Structured cabling, IT, CCTV and BMIS*) is 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.
     3. The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
     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.
     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.
     6. The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
     7. The price to be changed for the tender document shall not exceed Kshs. 1,000/=.
     8. The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.
  2. **Clarification and Amendment of RFP Documents**
     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 mustbe sent in writing by paper mail, cable, telex, facsimile orelectronic 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. At any time before the submission of proposals, the Client may for any reason, whether at its 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**

* + 1. The Consultants proposal shall be written in English language
    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.
    3. While preparing the Technical Proposal, consultants must give particular attention to the following:

1. 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.
2. 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.
3. 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.
4. Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
5. Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.
   * 1. The Technical Proposal shall provide the following information using the attached Standard Forms;
6. 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.
7. Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
8. A description of the methodology and work plan for performing the assignment.
9. The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
10. 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.
11. 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.
12. A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix “A” specifies training as a major component of the assignment.
13. Any additional information requested in Appendix “A”.
    * 1. The Technical Proposal shall not include any financial information.

## 2.4 Preparation of Financial Proposal

* + 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. 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.
    3. Consultants shall express the price of their services in Kenya Shillings.
    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.
    5. The Proposal must remain valid for 90 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

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

* + 1. The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.
    2. 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.
    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.”**
    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.
    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**

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

2.7 **Evaluation of Technical Proposal**

* + 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:

|  |  |  |
| --- | --- | --- |
| **Item** | **Criteria** | **Points** |
| i | Specific experience of the consultant related to the assignment | 40 |
| ii | Adequacy of the proposed work plan and methodology in responding to the terms of reference | 20 |
| iii | Qualifications and competence of the key staff for the assignment | 30 |
| iv | Proposed Training /Workshop for and technology transfer to relevant county staff | 10 |
|  | **Total Points** | **100** |

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”.

* 1. **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.

* + 1. 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. 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.
    3. 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.
    4. The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix “ITC”, be as follows:-

Sf = 100 X FM/F where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical *(St)* and financial *(Sf)* scores using the weights *(T=*the weight given to the Technical Proposal: *P* *=* the weight given to the Financial Proposal; *T* + *p =* I) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows: - *S = St* x *T* % + *Sf* x *P* %. The firm achieving the highest combined technical and financial score will be invited for negotiations.

* + 1. The tender evaluation committee shall evaluate the tender within 30 days of from the date of opening the tender.
    2. Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
    3. Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price
    4. Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.
  1. **Negotiations**
     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. 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.
     3. Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
     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.
     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.
     6. The procuring entity shall appoint a team for the purpose of the negotiations.
  2. **Award of Contract**

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

2.10.2The 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:

1. Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
2. Legal capacity to enter into a contract for procurement
3. 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.
4. Shall not be debarred from participating in public procurement.
   1. **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.

* 1. **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

|  |  |
| --- | --- |
| **INSTRUCTIONS TO TENDERERS REFERENCE** | **PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS** |
| 2.1 The name of the Client is | The name of the Client is: **COUNTY GOVERNMENT OF MOMBASA** |
| 2.1.1The method of selection is: | **QUALITY AND COST BASED SELECTION** |
| 2.1.2 Technical and Financial Proposals are requested: | Yes |
| The name, objectives, and description of the assignment are: | **CONSULTANCY FOR PREPARATION OF A MASTERPLAN FOR COUNTY HEALTH DEPARTMENT INCLUDING COAST PROVINCIAL GENERAL HOSPITAL, AND EMERGENCY ROOM (ER) AND ALL LEVEL 8 LEVEL 4 HOSPITAL SITES NAMELY MTONGWE, SHIKAADABU,MARIMANI, CHAANI, VIKWATANI, PORT REITZ, LIKONI AND TUDOR**  **THE CONSULTANCY SHALL COVER DESIGN AND SUPERVISION WORKS** |
| 2.1.3 A pre-proposal conference will be held | NO |
| The name(s), address(es) and telephone numbers of the Client’s official(s) are: | **THE COUNTY SECRETARY,**  **COUNTY GOVERNMENT OF MOMBASA,**  **P.O BOX 80133 – 00100**  **MOMBASA** |
| 2.1.4 The Client will provide the following inputs: | **Copy of Deed Plans and copy of title to the site.** |
| 2.1.5 (ii) The estimated number of professional staff Required for the assignment is: | As per proposal |
| (iv) The minimum required experience of proposed professional staff is | **The Lead Consultant(s), i.e., The Architect, should have at least Fifteen (15) Years of Experience in carrying out similar consultancy works** |
| 2.1.6 (vii) Training is a specific component of this assignment: | **NO** |
| (viii) Additional information in the Technical Proposal includes: | -N/A |
| 2.1.7 Taxes: | **Proposal should be inclusive of all taxes e.g. withholding and VAT where applicable** |
| 2.5.2 | The number of copies to be submitted is: **One (1) Original and Two (2) Copies.** |
| 2.3.5  2.5.1  2.5.2  2.5.3  2.5.4  2.5.5  Submission, Receipt, and Opening of Proposals; | The Tenderer shall seal the tender documents comprising of the technical submissions and financial submissions in two separate inner envelopes, duly marking the envelopes “**technical submissions” and “financial submissions”**. The inner envelopes shall contain the address and name of the bidder to enable it to be returned unopened in case it is received/declared late. The inner envelopes shall be placed together in an outer sealed envelope or package.  Only tenderers that obtain the minimum technical score to pass (80%) shall have their financial submissions opened.  The tenderer shall submit one original and two copies.  The outer envelope/package shall be bear the tender number and description and shall be addressed :  **THE COUNTY SECRETARY,**  **COUNTY GOVERNMENT OF MOMBASA,**  **P.O BOX 80133 – 00100**  **MOMBASA**  **TENDER NO. CGM/PRO/T/029/2018-2019**  **CONSULTANCY FOR DEVELOPMENT OF A MASTER PLAN FOR THE DEPARTMENT OF HEALTH**  Completed tenders shall be placed in Tender Box No. 7 located at the **Tender Box located at the county Secretary Office County Hall received by The County Secretary County Government of Mombasa Or returned to the Procurement office County Assembly Hall, Treasury Square, Mombasa so as to reach her not later than 10.00 a.m. Tuesday 7th May, 2019.**  Bulky tenders shall be submittedat the office of **the Director of Procurement & Supplies located on the 2nd floor County Assembly Hall, Treasury Square**  Envelope A shall contain the Technical submission and shall be clearly marked “Envelope A – Technical Submission”. Envelope A shall contain NO indication of the tender price or other financial information of the bid and:-   1. Shall have a table of contents pages clearly indicating Sections and Page Numbers. The various sections shall be highlighted and arranged in the format below and **(MANDATORY).** 2. Shall have pages in the whole document numbered in the correct sequence. **(MANDATORY).** 3. Shall be firmly bound and should not have any loose pages **(MANDATORY).** 4. Shall be signed (where signatures are required) by a duly authorized representative through a Power of Attorney **(MANDATORY).**   **Stage ONE (any bid not satisfying stage one ( preliminary)will not qualify to proceed to stage two- )**  Envelope A shall have the following requirements and attachments clearly marked and arranged in the following order:   1. Particulars of Tenderers to include Consultant Profile , Certificate of Incorporation/ Registration, Current and Valid Tax Compliance Certificate from Kenya Revenue Authority and Valid or lead partner**(Mandatory).** 2. Certificate of Registration with the relevant respective professional bodies for the consultant (or/and *partners If a consortium*) **(Mandatory).** 3. Copies of current annual practicing licenses for consultant (and/or other firms if a consortium) **(Mandatory).** 4. Duly filled and signed Confidential Business Questionnaire for consultant (and/or other firms if a consortium) (**Mandatory).** 5. Duly filled and signed Declaration Form (and/or other firms if a consortium) **((Mandatory).** 6. Duly filled and signed Anti-Corruption Declaration Commitment/ Pledge (and/or other firms if a consortium) **(Mandatory).** 7. A Pre-bid site visit (meeting) on a date as specified under Clause 2.1.3 of the *Appendix to Information to Consultants.* 8. All Submission documents shall be in One Original plus Two Copies including in Soft Copy (*CD or Flash Disk*) and addressed accordingly as per Clause 2.5.4 of the Information to Consultants **(Mandatory).** 9. Written undertaking in the Lead Partner’s letter head that all the partners of the Consortium and their staff appointed for the assignment proposed shall be available for the entire duration of the contract **(Mandatory).** 10. If a Consortium is formed, Agreement for the partners clearly indicating the lead partner. **(Mandatory).** 11. Methodology and approach statement for the entire consultancy process. 12. Evidence of previous experience of at least five (5) works of a similar nature and size for the last 10 (ten) years. These shall be testimonials from past clients/employers, contract documents, completion certificates, final certificates with names, addresses and telephone contacts of clients who may be contacted for further information on these contracts for each of the works provided.   *NB: (i). Works provided without completion/Final certificates shall NOT be considered, (ii). Only similar works shall be considered.*   1. Qualifications and experience of at least three key technical personnel for the *Architect*, the *Quantity Surveyor* and the *Structural/services Engineer.* Attach Personnel CVs and copies of academic/professional certificates. *In case of consortium,* *include a Consortium Organization Chart*. Personnel (*at least one staff for each partner*) must be registered persons with the relevant respective professional bodies with minimum relevant experience as follows: **(Mandatory).**   (a). Lead Partner (The Architect) – *15years*  (b). The Quantity Surveyor / Land use Economist – *15years*  (c). The Structural/Civil Engineer /Services Engineer – *10years*  (d)Economist /Planner– *10years*  Envelope B shall contain: -   1. Completed Form of Tender 2. Schedule of professional fees 3. Any other price schedule which may be deemed important for actualization of the works |
| 2.6.3 The minimum technical score required to **pass** | **Stage TWO (any bid not satisfying stage two (technical) will not qualify to proceed to stage three – financial evaluation)**  ***Technical Rating Scores to be applied in Evaluating the bidders:***   1. **Methodology and approach statement** for the entire consultancy process including the work plan ***(Total -20Marks).***  * *A full score shall be awarded for detailed description of the methodology and work plan for performing the assignment – from project inception to end of defects liability period.*  1. **Evidence of previous experience** in similar works- at least five (5) works of a similar nature for the last 10 (ten) years for the Lead Partner – The Architectural firm. These shall be testimonials from past clients/employers, completion certificates, final certificates with names, addresses and telephone contacts of clients who may be contacted for further information on these contracts for each of the works provided. The other partners should provide evidence of previous experience of at least five (5) works of any nature ***(Total - 40Marks).*** 2. **Qualifications and competence of the key staff for the assignment 40 Marks**  * Experience of the Team Leader / architect ***– 15Marks*** * Experience of Structural/Civil /Services Engineer ***– 5Marks*** * Experience of Quantity Surveyor/PlannerLand use Economist ***– 10Marks*** * Experience of Economist /Planner***– 5Marks***  1. Proposed Training /Workshop for and technology transfer to relevant county staff ***5 Marks***   ***Candidates will be required to score a minimum of 80% in the Technical Evaluation to proceed to the next stage of evaluation (Opening and Evaluation of financial bids.)*** |
| 2.6.3 The minimum technical score required to pass | **80%** |
|  | ***Financial Evaluation will be done as indicated in APPENDIX D*** |
| 2.7.1Alternative formulae for determining the financial scores is the following: | The weights given to the Technical and Financial Proposals are:  T=\_\_\_\_\_\_\_\_\_\_\_ (0.80)  P=\_\_\_\_\_\_\_\_\_\_\_ (0.20) |
| 2.9.2 The assignment is expected to commence on | **immediately after award and signing of contract** |
| 2.10 Award of Contract | The Contract shall be awarded to the bidder with the highest combined technical and financial score. |
|  | ***Bidders are encouraged to visit the Hospital and obtain first hand appreciation of the facility*** |

# SECTION III: - TECHNICAL PROPOSAL

## *Notes on the preparation of the Technical Proposals*

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

# SECTION III - TECHNICAL PROPOSAL

# Table of Contents

## 

1. Technical proposal submission form
2. Firms references
3. Comments and suggestions of consultants on the

Terms of reference and on data, services and

facilities to be provided by the procuring entity

1. Description of the methodology and work plan

for performing the assignment

1. Team composition and Task assignments
2. Format of curriculum vitae (CV) for proposed

Professional staff

1. Time schedule for professional personnel
2. Activity (work schedule)

1. TECHNICAL PROPOSAL SUBMISSION FORM

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

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

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

We remain,

Yours sincerely,

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[Authorized Signature]*

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

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[Name of Firm]*

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

# 2. FIRM’S REFERENCES

**Relevant Services Carried Out in the Last Five Years**

**That Best Illustrate Qualifications**

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

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

Firm’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

# 5. KEY PERSONNEL DETAILS

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Expert Designation** | **Name** | **Nationality** | **Summary of**  **qualifications** | **General Experience** | **Specific Experience** |
| 1. |  |  |  |  |  |  |
| 2. |  |  |  |  |  |  |
| 3. |  |  |  |  |  |  |
| 4. |  |  |  |  |  |  |
| 5. |  |  |  |  |  |  |
| 6. |  |  |  |  |  |  |
| 7. |  |  |  |  |  |  |
| 8. |  |  |  |  |  |  |
| 9. |  |  |  |  |  |  |

I certify that the above information is correct.

.................................. ................................. ..........................

*(Title) (Signature) (Date)*

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

**1. Proposed Position** [*only one candidate shall be nominated for each position*]:

**2. Name of Expert** [*insert full name*]:

**3. Date of Birth**: **Nationality**:

**4. Education** [*indicate college/university and other specialized education of expert, giving names of institutions, degrees obtained, and dates of obtainment*]:

**5. Current Membership to Professional Associations with evidence**:

**6. Other Trainings** [*indicate significant training since degrees under 5 - Education were obtained*]:

**7. Countries of Work Experience**: [*list countries where expert has worked in the last ten years*]:

**8. Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]:

**9. Employment Record** [*Starting with present position, list in reverse order every employment held by expert since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From [*Year*]: To [*Year*]:

Employer:

Positions held:

|  |  |
| --- | --- |
| 10.Detailed Tasks Assigned  [*List all tasks to be performed under this assignment*] | **11.Work Undertaken that Best Illustrates**  **Capability to Handle the Tasks Assigned**  [*Among the* *assignments in which the expert has been involved, indicate the following information for* *those assignments that best illustrate the expert’s capability to handle the tasks listed in line 11.*]  Name of assignment or project:  Year:  Location:  Client:  Main project features:  Positions held:  Activities performed: |

**12. Certification:**

I, the undersigned, certify to the best of my knowledge and belief that

(i) This CV correctly describes my qualifications and my experience;

(ii) In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified for me in the Personnel Schedule in Form provided team mobilization takes place within the validity of this proposal or any agreed extension thereof;

(iii) I am committed to undertake the assignment within the validity of Proposal;

(iv) I am not part of the team who wrote the terms of reference for this consulting services assignment;

I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

[*Signature of expert or authorized representative of the firm*]1 *Day/Month/Year*

Full name of authorized representative:

This CV can be signed by an authorized representative of the Consultant provided that if the Consultant’s proposal is ranked first, a copy of the CV signed by the expert and/or specialist must be submitted to the Client prior to the commencement of contract negotiations

# 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). Work Schedule.

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

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

(b). Completion and Submission of Reports

|  |  |
| --- | --- |
| REPORT | Date |
| Draft Report |  |
| Final Report |  |

# SECTION IV: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

* 1. The Financial quotations prepared by the consultant should list the fee for professional service to be offered per each person. The financial quotations shall be in Kenya Shillings.
  2. The financial quotation should be prepared using the Standard forms provided in this part.

# SECTION IV - FINANCIAL QUOTATION STANDARD FORMS

Table of Contents

1. Financial quotation submission Form
2. Summary of costs
3. Breakdown of price/per activity
4. Miscellaneous expenses

# 1. FINANCIAL QUOTATION 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) |
| Total Amount of Financial Proposal |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

# 3. DETAILED BREAKDOWN OF PRICE PER ACTIVITY

|  |  |
| --- | --- |
| Activity NO.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Description:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Price Component | Amount(s) |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

# 4. MISCELLANEOUS EXPENSES

Activity No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Activity Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| No. | Description | Unit | Quantity | Unit Price | Total Amount  \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

# 

# SECTION V: - TERMS OF REFERENCE

**TERMS OF REFERENCE**

# DESCRIPTION OF THE SERVICES

Outputs:

* A Study of the existing Hospital infrastructure – As is documented
* Study and Determine an annual demand and financial forecast for the future facility usage
* Develop The Hospital Model; an ideal model to guide the future development of the Hospital infrastructure
* Identify gaps in current usage and propose realignments and possible redevelopment

1. The county Government of Mombasa desires to develop a master plan to guide the developments and future expansion of the facility. It also wishes to carry out an infrastructural needs assessment of the current facility, review its usage the nature and extent of investment to be made by the county; and the sort of facilities that should be developed refurbished and or demolished / realigned. To assess the status of the facility with a view to identifying and obsolete /idle assets that can be demolished and redeveloped. To review idle land utilization and rationalization. The Project is particularly expected to cover the utilization of current facilities to realize optimal usage. The master plan shall also align with the Mombasa City Master plan.
2. Provide the cost estimates of the proposed development and advice on the appropriate phasing of the works if applicable, taking into account economic and financial considerations
3. The Hospital Model; Develop an ideal model for the future development of the Hospital
4. Status of other Hospitals Subsequently the Consultant shall be expected to develop a master plan for the Port Reitz Level 4 hospital and Tudor Level 4 Hospital s
5. The Scope of works under this contract shall cover overall facility geometric design, topographic survey. Patient traffic analysis in line with overall regional statistics. Forecasts of patient traffic flow, and forecasts of future development of the facility current status of structure within the facility shall be evaluated and analyzed in the context of the proposed future development master plan so as to identity structure for demolition, redevelopment, redesign and any possible realignment.
6. Review the design of the hospital, design of human and vehicular traffic management and prepare and submit a preliminary design report. Designs shall include proposals for potential areas for expansion
7. Study the upstream catchment area for purpose of quantification of the drainage structures and design of the optimal solution to the perennial flood problem and waste management.
8. Discuss preliminary design with the client and after agreement prepare detailed designs for final approval by the client.
9. Prepare conceptual development designs and produce detailed plans
10. Prepare detailed cost estimates for the any immediate works especially landscaping, demolitions redecorations and associated works

# 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:

1. “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;
2. “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;
3. “Contract Price” means the price to be paid for the performance of the Services in accordance with Clause 6 here below;
4. “Foreign Currency” means any currency other than the Kenya Shilling;
5. “GC” means these General Conditions of Contract;
6. “Government” means the Government of the Republic of Kenya;
7. “Local Currency” means the Kenya Shilling;
8. “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 SCC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract;
9. “Party” means the Client or the Consultant, as the case may be and “Parties” means both of them;
10. “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;
11. “SCC” means the Special Conditions of Contract by which the GC may be amended or supplemented;
12. “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and
13. “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.
14. “Client” shall mean the County Government of Mombasa
15. “Consultant” shall mean the party named in the Form of contract and referred to therein as the “Consultant”.

1.2 Law Governing This Contract, its meaning and interpretation and the

the Contract 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 SCC.

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. Authorized Any action required or permitted to be taken and any

Representatives 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 SCC.

1.7Taxes and The Consultant, Sub-consultant[s] and their personnel

Duties 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.

1. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness This Contract shall come into effect on the date the

of Contract Contract is signed by both Parties or such other later date as may be stated in the SCC.

* 1. 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 SCC.

2.3 Expiration of Unless terminated earlier pursuant to Clause 2.6, this

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

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.

* 1. Force Majeure

2.5.1 Definition For the purposes of this Contract, “Force Majeure” means

an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach The failure of a Party to fulfill any of its obligations under

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

2.5.3 Extension Any period within which a Party shall, pursuant to this

of Time Contract complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments During the period of his inability to perform the Services

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

* 1. 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;

1. 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;
2. If the Consultant becomes insolvent or bankrupt;
3. 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
4. If the Consultant, in the judgement of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;

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

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

1. 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;

1. 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
2. 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.
   * 1. 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:

1. remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
2. Sub-clause deleted
3. OBLIGATIONS OF THE CONSULTANT

3.1 General The Consultant shall perform the Services and carry out his

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

3.2.1 Consultant (i) The remuneration of the Consultant pursuant to

Not to Clause 6 shall constitute the Consultant’s sole

Benefit from remuneration in connection with this Contract or

Commissions, the Services and the Consultant shall not accept

Discounts, for his own benefit any trade commission,

Etc. 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.

1. 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.
2. Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any applicable

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

3.2.2 Consultant The Consultant agrees that, during the term of this

and Contract and after its termination, the Consultant

Affiliates and his affiliates, as well as any Sub-consultant

Not to be and any of his affiliates, shall be disqualified from

Otherwise providing goods, works or services (other than the

Interested in Services and any continuation thereof) for any

Project project resulting from or closely related to the

Services.

3.2.3 Prohibition Neither the Consultant nor his sub-consultant[s]

of nor their personnel shall engage, either directly or

Conflicting indirectly in any of the following activities:

Activities

1. 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
2. after the termination of this Contract, such other activities as may be specified in the SCC.

3.3 Confidentiality The Consultant, his sub-consultant[s] and the personnel of either of them shall not 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 The Consultant (a) shall take out and maintain

Taken Out by the and shall cause any sub-consultant[s] to take out

Consultant and maintain, at his (or the sub-consultants’, as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks and for the coverage, as shall be specified in the SCC; 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 The Consultant shall obtain the Client’s prior

Actions Requiring approval in writing before taking any of the

Client’s Prior following actions;

Approval

1. Entering into a subcontract for the performance of any part of the Services,
2. Appointing such members of the personnel not listed by name in Appendix C (“Key Personnel and Sub-consultants”).

3.6 Reporting The Consultants shall submit to the Client the reports

Obligations and documents specified in Appendix B in the form, in

two copies, and within the periods set forth in the said Appendix.

3.7 Documents All plans, drawings, specifications, designs, reports and

prepared by other documents and software submitted by the Consult-

the Consult- ant in accordance with Clause 3.6 shall become and

ant to Be remain the property of the Client and the Consultant

the Property shall, not later than upon termination or expiration of this

of the Client Contract, deliver all such documents and software to the Client together with a detailed inventory thereof. The

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

1. CONSULTANT’S PERSONNEL

4.1 Description The titles, agreed job descriptions, minimum qualifica-

of Personnel tions and estimated periods of engagement in the carrying out of the Services of the Consultant’s Key Personnel are described in Appendix C. The Key Personnel and Sub-consultants listed by title as well as by name in Appendix C are subject to approval by the Client.

4.2 Removal (a) Except as the Client may otherwise agree, no changes

and/or shall be made in the Key Personnel. If for any reason

Replacement beyond the reasonable control of the Consultant, it

Of Personnel 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.

1. The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.
2. OBLIGATIONS OF THE CLIENT

5.1 Assistance and The Client shall use his best efforts to ensure that Exemptions he provides the Consultant such assistance

and exemptions as may be necessary for due

performance of this Contract.

5.2 Change in the If after the date of this Contract, there is any

Applicable Law 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.

1. PAYMENTS TO THE CONSULTANT

6.1 Lump-Sum The Consultant’s total remuneration shall not

Remuneration exceed the Contract Price that shall comprise a fixed sum per month for supervision during (a) construction and (b) during the defects notification period (or any other contractual term that shall have the same effect), the fixed lump-sum for design, including all staff costs, Sub-consultants’ costs, printing, communications, travel, accommodation, subsistence and the like and all other costs incurred by the Consultant in carrying out the Services described in Appendix A and priced as in Appendix D, and as stated in the Form of Tender. However, the fees for supervision during construction and during the defects notification period shall only be paid once construction works start. 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) Sub-Clause deleted.

(b) The price payable in local currency is set forth in the SCC, which shall include the Lump Sum for design and fixed sum per month for supervision.

6.3 Payment for For the purposes of determining the remuneration

Additional due for additional services as may be agreed under

Services Clause 2.4, a breakdown of the Contract Price is provided

in Appendix D

6.4 Terms and Payments will be made to the account of the

Conditions of Consultant and according to the payment

Payment Schedule stated in the SCC. Unless otherwise stated in the SCC, the first payment, (advance 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 SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met and the Consultant has submitted an invoice to the Client specifying the amount due.

6.5 Interest on Payment shall be made within forty five

(45) days of date and receipt of the invoice and

Delayed of the relevant documents specified in Clause 6.4. If the Client has delayed payments beyond thirty (30)

Payment 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 .

1. SETTLEMENT OF DISPUTES

7.1 Amicable The Parties shall use their best efforts to settle

Settlement amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 Dispute Any dispute between the Parties as to matters

Settlement 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 arbitration and final decision of a person to be agreed between the Parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.

# SPECIAL CONDITIONS OF CONTRACT

Number of GC Amendments of and Supplements to Clauses in the

Clause General Conditions of Contract

|  |  |
| --- | --- |
| 1.1(i) | The Member in Charge is\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*[name of Member]* |
| 1.4 The addresses are | Client: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Attention\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Facsimile: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Consultant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Attention: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Telephone; \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Facsimile: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 1.6 The Authorized Representatives are: | For the Client:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  For the Consultant:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 1.7 Taxes and Duties | The contract price shall be inclusive of all taxes e.g. withholding and VAT where applicable |
| 2.1the effective date | The date on which this Contract shall come into effect is(\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) *[date].*  *Note: The date may be specified by reference to conditions of effectiveness of the Contract, such as receipt by Consultants of advance payment and by Client of bank guarantee* |
| 2.2 | The date for the commencement of Services is\_\_\_\_\_\_\_\_*[date]* |
| 2.3 | The period shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[length of time]. Note: Fill in the period, e.g., twenty-four (24) months or such other period as the Parties may agree in writing.* |
| * 1. The risks and coverage shall be: | 1. Professional Liability: *sum assured exceeding the contract price* 2. Loss of or damage to equipment and property: *replacement value* |
| 6.2(a) | The amount in foreign currency : - *Nil Not applicable* |
| 6.2(b) | The amount in local Currency is shall be priced in Kenya Shillings *[Insert amount]* |
| 6.4 payment | Payments shall be made according to the following schedule:   1. On Signing of Contract - Ten (10) percent of the total amount for design shall be paid as an advance payment upon application by the consultant and upon submission of an advance payment guarantee from a bank incorporated in Kenya and approved by the client. This guarantee shall be valid until the advance is recovered in full. Recovery of the advance shall be in one lump sum amount from the amount due on submission of the final design and tender documents. 2. Thirty (30) percent of the total amount for design shall be paid upon submission and approval of the preliminary designs. The Client shall give his approval or request further information or in any other way make his comments to the Consultant on his preliminary designs within fourteen days after receiving these designs. 3. Ten (10) percent of the total amount for design shall be paid upon completion of tender evaluation, once tenders are received. This amount will only be paid once tenders are called and evaluated. 4. The fixed sum per month for supervision (during construction and defects liability period) shall be paid per month in arrears on submission of fee notes/invoices.   *NB: The amounts for supervision will only be payable if construction works commence.* |

# APPENDICES

# APPENDIX A – DESCRIPTION OF THE SERVICES

# APPENDIX B – REPORTING REQUIREMENTS

# APPENDIX C– KEY PERSONNEL AND SUBCONSULTANTS

*List under:*

*C-1* Titles [and names, if already available], detailed job descriptions

and qualifications of Personnel and staff-months for each*.(For Design Component)*

*C-2* Titles and names, detailed job descriptions and qualifications of Personnel*. (For Supervision Component)*

*The Client places particular emphasis on supervision staff with extensive experience in managing similar works. The appointed Consultant shall be required to have on site the same staff or those with better qualifications during execution of the construction.*

*C-3 List of Sub-consultants (if any); same information with respect to their Personnel as in C-1*

*C-4 Provide all the information required under Appendix F*

# APPENDIX D – BREAKDOWN OF CONTRACT PRICE

List here the elements of cost used to arrive at the breakdown of the Contract Price.

Any (all) other costs/expenses must be included in the amount carried to the form of tender.

*i) Design costs*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| No | Personnel  Category | Rate/m-day  *(Kshs)* | No of  m-days | VAT  *(Kshs)* | Amount  *(Kshs)* |
|  | Architect A |  |  |  |  |
|  | Quantity Surveyor / Land Economists/Planner |  |  |  |  |
|  | Structural /Services Engineer Partner - Mechanical |  |  |  |  |
|  | Economist /Planner |  |  |  |  |
|  | Others |  |  |  |  |
|  | TOTAL AMOUNT) *(Kshs)* | |  |  |  |

ii) Total Supervision fees (fixed, VAT inclusive, as applicable, state currency):-

a) During construction for a xxxxxx months construction period

*(Kshs)*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ OR as per scale fees provided for in the relevant Professional Consultants Act

The consultant shall insert a Schedule showing the amounts payable each month for the construction period. This Schedule shall be adhered to during the consultancy contract.

b) During Defects Liability Period, for 12 months

*(Kshs)*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The consultant shall insert a Schedule showing the amounts payable each month for the defects liability period. This Schedule shall be adhered to during the consultancy contract.

iii) Other costs

The consultant shall insert his rates that will be used for other costs that shall be inclusive of all expenses associated with traveling to Mombasa for the duration of the consultancy contract, including time costs. The consultant shall insert the number of flights and days that he considers adequate to fulfill his obligations under this contract. Payment shall be made after submission of invoices/fee notes after the costs have been incurred.

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| No | Personnel Category | Rate/day  *(Kshs)* | No of days | Rates/return tickets  *(Kshs)* | No  Of trips | VAT  (if appl.)  *(Kshs)* | | Amount  *(Kshs)* | |
|  | Architect A |  |  |  |  |  | |  | |
|  | Architect B |  |  |  |  |  | |  | |
|  | Quantity Surveyor A |  |  |  |  |  | |  | |
|  | Quantity Surveyor B |  |  |  |  |  | |  | |
|  | Structural Engineer A |  |  |  |  |  | |  | |
|  | Structural Engineer B |  |  |  |  |  | |  | |
|  | Services Engineer Partner - Electrical |  |  |  |  |  | |  | |
|  | Services Engineer Partner - Mechanical |  |  |  |  |  | |  | |
| TOTAL D(iii) | | | | | | |  | |  | |

# APPENDIX E – SERVICES AND FACILITIES PROVIDED BY THE CLIENT

The client shall provide any relevant technical information available.

* Local counterpart at Management level for duration of the contract to work together, learn from and support the Consultants;
* A technical counterpart team will be established in order to facilitate inter-organizational coordination, knowledge transfer and capacity building for County staff and ensure long term planning capacity and effective monitoring of the Master Plan.
* Information Counterpart personnel to work together, learn from and support the Consultants;
* Information as well as support in obtaining relevant data;
* Available data (including maps and photographs) and information related to the Project; as well as support in obtaining relevant data;
  + Available data (including maps and photographs) and information related to the Project;

# FORM OF CONTRACT

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 whoseregistered office is situated at] *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[location of office]*(hereinafter called the “Consultant”) of the other part.

WHEREAS

1. 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”);
2. the Consultant, having represented 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:
2. The General Conditions of Contract;
3. The Special Conditions of Contract;
4. 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

1. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:
2. The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
3. 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 authorized representative\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

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

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

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

For and on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*[name of consultant]*

[*full name of Consultant’s* *authorized representative]\_\_\_\_\_\_\_\_\_\_\_*

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

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

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

# Appendices (for information, to be included at time of contract)

APPENDIX A – DESCRIPTION OF THE SERVICES

APPENDIX B – REPORTING REQUIREMENTS

APPENDIX C– KEY PERSONNEL AND SUBCONSULTANTS

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

# APPENDICES

# Appendix C

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

1. Remuneration of Staff

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

1. Reimbursables

|  |  |  |  |
| --- | --- | --- | --- |
|  | Rate | Days | Total |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  | Sub-Total (2) |

TOTAL COST \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Physical Contingency \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CONTRACT CEILING \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# 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

# SECTION IV – CONFIDENTIAL BUSINESS QUESTIONNAIRE

**FIRMS REGISTRATION AND OWNERSHIP DETAILS**

**PART I - PROFILE OF OWNERSHIP**

1. Name of firm: ............................................................................
2. Date of incorporation/registration:..............................................
3. ***Location of business premises:***

Country/Town:..............................................................................

Plot No. ...............................Street/Road:....................................

Postal address:............................................................................

Tel. No. ........................................................................................

Nature of Business: .................................................................

Current Practicing Certificate No..............................................

Expiry Date: .............................................................................

**PART II - TYPE OF BUSINESS**

**You are requested to give the particulars indicated:**

**Partnership**

Give details of Partners as follows:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No.** | **Name in full** | **Nationality** | **Citizenship details** | **Shares** |
| 1. |  |  |  |  |
| 2. |  |  |  |  |
| 3. |  |  |  |  |
| 4. |  |  |  |  |

**N.B.** If Kenyan citizen, indicate under “citizenship details” whether by Birth, Naturalization or Registration.

**PART III – PROFESSIONAL STAFF**

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Name** | **Position** | **Function** |
| 1. |  |  |  |
| 2. |  |  |  |
| 3. |  |  |  |
| 4. |  |  |  |

Dated at Mombasa this .......................day of ...............................2007

Bidder’s Signature:................................................................................

# KEY STAFF/ PERSONNEL DETAILS

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Expert Designation** | **Name** | **Nationality** | **Summary of**  **qualifications** | **General Experience** | **Specific Experience** |
| 1. |  |  |  |  |  |  |
| 2. |  |  |  |  |  |  |
| 3. |  |  |  |  |  |  |
| 4. |  |  |  |  |  |  |
| 5. |  |  |  |  |  |  |
| 6. |  |  |  |  |  |  |
| 7. |  |  |  |  |  |  |
| 8. |  |  |  |  |  |  |
| 9. |  |  |  |  |  |  |

I certify that the above information is correct.

.................................. ................................. ..........................

*(Title) (Signature) (Date)*

# DECLARATION FORM

Date

To

The tenderer i.e. (name and address)

declare the following:

1. Has not been debarred from participating in public procurement.
2. Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

Title Signature Date

(To be signed by authorized representative and officially stamped)

# ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE

**(*Sections39, 40,41,42,43 & of the PPD Act, 2005)***

I/We/Messrs…………………………………………………………………………….

of Street, Building, P O Box……………………………………………………………

…………………………………………………………………………………………..

Contact/Phone/E mail…………………………………………………………………..

declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We ..…………………………………………………………………………………..

declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender name……………………………………………………………..

Tender No ………………………..……………………………………………….

for or in the subsequent performance of the contract if I/We am/are successful.

Authorized Signature................................................................................................

Name and Title of Signatory……………………………………………………………

# TENDER SECURITY FORM

Whereas ………………………………[name of the tenderer](hereinafter called “the tenderer”)has submitted its tender dated………………..[date of submission of tender ] for the provision of …………………………………………[name and/or description of the services] (hereinafter called “the Tenderer”)……………………………………………………..

KNOW ALL PEOPLE by these presents that WE………………………………………

Of…………………………having registered office at [name of procuring entity](hereinafter called “the Bank”)are bound unto………………

[name of procuring entity](hereinafter called “the procuring entity”) in the sum of ……………for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this\_\_\_\_\_\_\_\_\_\_\_ day of 20\_\_\_\_\_\_\_\_\_.

THE CONDITIONS of this obligation are:   
1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or   
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

(a) fails or refuses to execute the Contract Form, if required; or   
(b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
[signature of the bank]

*(Amend accordingly if provided by Insurance Company)*

# 

# FORM OF PERFORMANCE SECURITY

# CONSULTANCY FOR DESIGN AND SUPERVISION THE CONSTRUCTION OF A 50 BED CAPACITY HOSPITAL WING AT COAST PROVINCIAL GENERAL HOSPITAL AND AN EMERGENCY ROOM (ER)

(To be filled by successful Tenderer Only)

TO: ………………………..

………………………..

………………………..

### 

Dear Sir(s)

With reference to your Agreement with

………………………………………………………………………………………………….

for the CONSULTANCY FOR DESIGN AND SUPERVISION THE CONSTRUCTION OF A 50 BED CAPACITY HOSPITAL WING AT COAST PROVINCIAL GENERAL HOSPITAL AND AN EMERGENCY ROOM (ER)

and at their request we hereby undertake to hold at your disposal the sum of up to Kshs……………….……………(in figures) Kenya Shillings…………………………………………………………………………………………….

(in words) Only, which we shall pay to you without any reference to, and in spite of any

contestation by the said Messrs………………………………………………………………………

immediately on your demand being made to us in writing by ordinary or registered post or by hand at our offices, stating that Messrs ….…………………………………………………………have not fulfilled the terms and conditions of their above mentioned contract and you claim payment under this Security. Any claim under this Security should be received by us on or before the …………………………… ……after which date our aforesaid Security shall cease and be of no effect and must be returned to us.

Signed Sealed and Delivered by the said \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In the presence of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Bank Guarantee for Advance Payment

To ………………………………

[name of Procuring entity]

[name of tender] …………………..

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Contract Data Sheet, which amends the General Conditions of Contract to provide for advance payment, …………………………………………………. [name and address of tenderer] (hereinafter called “the tenderer”) shall deposit with the Procuring entity a Bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of …… …………………. [amount of guarantee in figures and words].

We, the ……………………………. [Bank ], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding …………………… [amount of guarantee in figures and words]

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until ………… [date].

Yours truly,

Signature and seal of the Guarantors

[name of Bank]

[address]

[date]

# FORM RB 1

**REPUBLIC OF KENYA**

**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

APPLICATION NO…………….OF……….….20……...

BETWEEN

…………………………………………….APPLICANT

AND

…………………………………RESPONDENT *(Procuring Entity*)

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

**REQUEST FOR REVIEW**

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

1.

2.

etc.

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

1.

2.

etc

SIGNED ………………. (Applicant)

Dated on…………….day of ……………/…20…

**FOR OFFICIAL USE ONLY**

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

SIGNED

Board Secretary