

TEACHERS SERVICE COMMISSION



REQUEST FOR PROPOSAL

CONSULTANCY SERVICES FOR DETAILED DESIGN, PREPARATION OF BIDDING DOCUMENTS AND SUPERVISION OF RENOVATION OF THE TSC BUILDING ROOF & RE-PARTITIONING WORKS AT 7TH FLOOR

TSC/RFP/02/2017-2018

QUALITY AND COST BASED SELECTION (QCBS)

(NOTE: THIS IS A CONSORTIUM)

Teachers Service Commission

UPPER HILL, KILIMANJARO ROAD,

Private Bag, 00100

Nairobi

Email: info@tsc.co.ke

Website: <http://www.tsc.go.ke>

TABLE OF CONTENTS

SECTION I.	Letter of Invitation	3
SECTION II.	Information to consultants.....	12
	Appendix to information to Consultants.....	12
SECTION III	Technical Proposal	15
SECTION IV.	Financial Proposal	26
SECTION V	Terms of Reference	34
SECTION VI.	Standard Forms of Contract	35

SECTION I - LETTER OF INVITATION

Dear Sir/Madam,

RE: CONSULTANCY SERVICES FOR DETAILED DESIGN, PREPARATION OF BIDDING DOCUMENTS AND SUPERVISION OF RENOVATION OF THE TSC BUILDING ROOF & RE-PARTITIONING WORKS AT 7TH FLOOR

The Teachers Service Commission invites proposals for consultancy services for detailed design, preparation of bidding documents and supervision for re-partitioning works at 7th floor and renovation of the roof at TSC Building.

Request for Proposal (RFP) includes the following documents: -

- Section I - Letter of invitation
- Section II - Information to Consultants
- Section III - Technical Proposals
- Section IV - Technical Proposal Forms
- Section V - Terms of Reference

Interested and eligible consultants may obtain further information and inspect the Request for Proposal Documents from Procurement Office, 2nd Floor, Podium Wing, TSC House during normal working hours i.e. Monday to Friday from 8.00am to 5.00pm.

A complete set of RFP documents may be obtained upon payment of a non-refundable fee of Shs.1,000/= in cash or bankers cheque payable to The Secretary, Teachers Service commission or be downloaded free of charge from TSC website: www.tsc.go.ke

Completed RFP documents are to be enclosed in plain sealed envelopes, marked with tender number and name and be deposited in the Tender Box provided at TSC House Podium Wing, 3rd Floor or be addressed and posted to

**The Commission Secretary/Chief Executive
Teachers Service Commission
P.O. Private, 00100, Nairobi.**

To be received on or before 21st November 2017 at 11.00am

Tenders will be opened immediately thereafter in the presence of the tenderers/ or their representative who choose to attend the opening at TSC House, 3rd Floor, Podium Wing at **11.00 AM; local time.**

**Commission Secretary/Chief Executive
Teachers Service Commission**

SECTION II: INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

- 2.1.1 The Teachers Service Commission will select a firm from among the firms shortlisted to submit a proposal in accordance with the method of selection detailed in the Appendix A
- 2.1.2 The firms are invited to submit a Technical Proposal and a financial proposal as specified under appendix A of this RFP document.
- 2.1.3 The TSC will provide the inputs specified in the Appendix A

2.2 Clarification and Amendment of RFP Documents

- 2.2.1 Interested Firms 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 "A". 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 Commission 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.

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) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix "A" specifies training as a major component of the assignment.
- (vii) 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 in Appendix C. It lists all costs associated with the assignment including;
- i) Summary of Costs
 - ii) Breakdown of remuneration
 - iii) Detailed costs of other activities
- 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 Bidders shall express the price of their services in Kenya Shillings.
- 2.4.4 Commissions and gratuities, if any, paid or to be paid by firms 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 firm is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Commission will make his best effort to complete negotiations within this period. If the Commission wishes to extend the validity period of the proposals, the bidders 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 authorized 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 bidder wishes to contact the Commission 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**

The evaluation committee appointed by the Commission shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows: -

	Points
i) General experiences of the consultant in building Construction works and specific relevant projects Related to the assignment	(40)
ii) Understanding the terms of reference, adequacy of the proposed work plan and proposed methodology in responding to the terms of reference	(20)
iii) Qualifications and competences of key personnel; And specific relevant experiences in building construction works	(40)
Total points	<u>100</u>

- 2.7.1 Any proposal which will be examined and found not to comply with all the requirements for submission of the proposals will be declared non-responsive. All the proposals found to have complied with all the requirements for submission of proposal shall be declared responsive by the evaluation committee.
- 2.7.2 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 and fails to attain the minimum **80points.**

2.8 Public Opening and Evaluation of Financial Proposal

- 2.8.1 After Technical Proposal evaluation, the Commission will notify those firms 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 Commission shall simultaneously notify the firms 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 bidders 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 firms' representatives who choose to attend. The name of the firm, the technical scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Commission shall prepare minutes of the public opening.
- 2.8.3 The tender evaluation committee will determine whether the financial proposals are complete (i.e. whether the firm 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 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix "A", be as follows:-
$$F_s = 100 \times \frac{F_m}{F}$$
 where F_s 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 (St) and financial (Sf) scores using the weights (T =the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + P = 1$) indicated in the Appendix. The combined technical and financial score, S , is calculated as follows:- $S = St \times T \% + Fs \times P \%$. The firm achieving the

highest combined technical and financial score will be invited for negotiations.

The weight given to Technical and Financial Proposals are:

- Technical (T) = 0.90
- Financial (F) = 0.10

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

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

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

2.8.8 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 “A”. 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 Commission 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 Commission expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Commission will require assurances that the experts will be actually available. The Commission 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.

2.10 Award of Contract

- 2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Commission will promptly notify other firms on the shortlist that they were unsuccessful and return the Financial Proposals of those bidders 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 Commission 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 Commission 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 firms 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 TSC requires that bidding firms 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 Commission will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.12.3 Further a firm which is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to Information to the Consulting Firm

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.

E. Data Sheet

A. General	
	<p>Name of the Client Teachers Service Commission</p>
	<p>Financial proposal to be submitted together with Technical Proposal: No</p> <p>The name of the assignment is:</p> <p>Consultancy services for detailed design, preparation of bidding documents and supervision of renovation of the TSC building roof & re-partitioning works at 7th floor</p>
	<p>A pre-proposal conference will be held: No</p>
	<p>The Client will provide the following inputs, project data, reports etc.</p> <p>All existing information and data, reports and maps as far as available and will assist the Consultant in obtaining other relevant information and materials from government agencies as far as possible.</p>
	<p>The Client will provide the consultants with the following documents:</p> <ul style="list-style-type: none"> • Terms of reference as part of this RFP
B. Preparation of Proposals	
	<p>This RFP has been issued in the English language</p>

	Proposals shall be submitted in English language. All correspondence exchange shall be in English language.
	Participation of Sub-consultants and Non-Key Experts in more than one Proposal is permissible. No
	Proposal must remain valid for 120 calendar days after the proposal submission deadline
	Clarifications may be requested not later than 7 days prior to the submission deadline The contact for requesting clarification is: Supply Chain Management Services Division, 2 nd Floor Podium Wing, TSC House, Kilimanjaro Road. E-mail: ddprocurement@tsc.go.ke
C. Submission, Opening and Evaluation	
	The consultants shall have the option of submitting their Proposals electronically. No
	The Proposal must be submitted not later than: Date: 21st November 2017 Time: 11.00 am East African Time
	The opening of the Proposal shall take place at: TSC House, 3 rd Floor Podium Wing On 21 st November 2017 at 11.00 am
D. Negotiation and Award	
	Expected date for contract negotiations: Date: 15 th December 2017. Expected date of Commencement of the Services: Date: 1 th January 2018.

Preliminary Evaluation (Mandatory)

S/NO	CRITERIA	YES	NO
1.	Tender Security – Original Tender Security (bid bond) of 2% of the tender sum from a reputable bank or an Insurance company approved by PPRA, and should be valid for 150 days from the date of tender opening.		
2.	Technical Proposal: one (1) original and (1) copy		
3.	Certificate of registration/incorporation		
4.	Valid Tax Compliance Certificate		
5.	Audited Accounts for the last three years (2014, 2015 and 2016)		
6.	Duly signed and stamped Site Visit Form by TSC appointed representative and the tenderer		

NB: The bid bond must be placed in the TECHNICAL COPY envelope. Any bid bond placed in the FINANCIAL COPY envelope will lead to automatic disqualification

Technical Evaluation

Technical evaluation for firms that qualify at the mandatory evaluation stage shall be done out of 100%. The pass mark will be 80 out of 100. The firms shall be evaluated on a scoring matrix as shown below:-

S/NO	CRITERIA	Sub-totals	Max scores
1.	<p>Firm's specific experience relevant to the assignment: (Consultant to include construction/refurbishment projects with letters of reference from Clients stating the nature and value of works, giving the telephone and e-mail contacts.</p> <p>Sub-criteria (i) At least 10 relevant experience in construction works (10 mks) ii) Evidence of at least five (5) relevant projects in building construction (30 mks)</p>	40	
2	<p>Adequacy and quality of proposed methodology, and work plan in responding to the Terms of Reference (TROs):</p> <p>Sub-criteria i) Understanding the Terms of Reference (5 mks) ii) Adequacy of the Technical Proposal and Methodology (8 mks) iii) Work plan (7 mks)</p>	20	
3	<p>Qualifications and competence of key personnel for the assignment</p> <p>Architect- Team leader: i) Qualification, membership to a professional body where applicable and registration(2 mks) ii) At least 8 years' experience in similar works (8mks)</p> <p>Quantity Survey: i) Qualification, membership to a professional body where applicable and registration (2 mks) ii) At least 8 years' experience in similar works (4mks)</p> <p>Electrical Engineer: i) Qualification, membership to a professional body where applicable and registration (2 mks) ii) At least 8 years' experience in similar works (4mks)</p>		

	<p>Mechanical Engineer:</p> <ul style="list-style-type: none"> i) Qualification, membership to a professional body where applicable and registration (2 mks) ii) At least 8 years' experience in similar works (4mks) <p>Civil/Structural Engineer:</p> <ul style="list-style-type: none"> i) Qualification, membership to a professional body where applicable and registration (2 mks) ii) At least 8 years' experience in similar works (4mks) 	30	
	<p>Qualification and experience of key experts:</p> <p>i) Architect – Team leader Must have a degree in Architecture and registered with the Board of Registration of Architects and Quantity Surveyors and a member of Architectural Association of Kenya or any other recognized institution(s) and having current practicing license. Should have 12 years general experience and 8 years specific experience in design and supervision of similar projects. (2mks)</p> <p>ii) Quantity Surveyor Be a holder of degree in Land economics/quantity surveying and registered with the Board of Registration of Architects and quantity Surveyors and a member of the Architectural Association of Kenya or any other recognized institutions and having current practicing license. Should have 12 years general experience and 8 specific experience in quantity surveying and supervision of similar projects (2mks)</p> <p>iii) Electrical engineer Holder of degree in Electrical Engineering and registered with Engineers Board of Kenya and a member of the Institution of Engineers of Kenya or other relevant institutions and having practicing license. Should have 10 years general experience and 8 years specific experience in design of electrical services and supervision of building construction contracts. Must have held similar position in at least 2 projects. (2mks)</p> <p>iv) Mechanical Engineer</p>		

	<p>Holder of degree in Mechanical Engineer and registered with Engineers Board of Kenya and a member of the Institution of Engineers of Kenya or other relevant institutions and having practicing license. Should have 10 years general experience and 8 years specific experience in design of building mechanical services and supervision of similar/relevant contracts. Must have held similar position in at least 2 projects. (2mks)</p> <p>v) Civil/Structural Engineer Must be a structural/civil engineer and registered with Engineers Board of Kenya and a member of the Institution of Engineers of Kenya or other relevant institutions and having practicing license. Should have 12 years general experience and 8 years specific experience in design of buildings and supervision of similar and relevant projects. Should have held similar position for at least 2 years. (2mks)</p>	10	
	GRAND TOTAL	100	

NB: The firm that scores the pass mark of 80 and above out of 100 in the technical evaluation shall be invited for opening of financial proposal immediately. You are therefore requested to prepare early for the same.

b) Financial Evaluation

The firm that will score highest at the pitching stage and provides the most cost effective financial proposal will be considered for award of tender. The financial evaluation will be done through comparing rates for the items listed. Bidders are advised to provide the rate cards for all the items listed.

1.4.3 The single currency for price conversions is: Kenya

Shillings The source of official selling rates is: **Central Bank of Kenya** The date of exchange rates is: **The date of Financial Proposal**

1.4.4 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix "A", be as follows:-

$F_s = 100 \times \frac{F_m}{F}$ where F_s 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 (St) and financial (Sf) scores using the weights (T =the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + p = 1$) indicated in the Appendix. The combined technical and financial score, S , is calculated as follows:- $S = St \times T \% + Fs \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

The weights given to Technical and Financial Proposals are:

- Technical (T) = 0.90
- Financial (F) = 0.10

1.4.5 The address for negotiation is:

**THE SECRETARY
TEACHERS SERVICE COMMISSION
P.O. BOX, PRIVATE BAG-00100
NAIROBI
TEL: 2892302/0208079033
Email: info@tsc.co.ke**

SECTION III: - TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

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

TECHNICAL PROPOSAL STANDARD FORMS

The technical proposal shall be prepared and submitted by the consultants.
It shall contain the following: -

1. Technical proposal submission form
2. Comments and suggestions of consultants on the Terms of reference and on data, services and facilities to be provided by the Commission
3. Description of the methodology and work plan for performing the assignment
4. Team composition and Task assignments
5. Format of curriculum vitae (CV) for proposed Professional staff
6. Time schedule for professional personnel
7. 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 (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.

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

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

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

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Certification:

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

_____ Date: _____
[Signature of staff member]

_____ Date: _____
[Signature of authorised representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Name	Position	Reports Activities	Due/	Months (in the Form of a Bar Chart)												Number months	of	
				1	2	3	4	5	6	7	8	9	10	11	12			

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

8. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

	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)													

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

(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	

TEACHERS SERVICE COMMISSION



SITE VISIT FORM

Name of the Bidder.....

AREA	DETAILS	PLEASE TICK (✓) IF VISITED

This is to certify that the named bidder visited the station and has been shown all the areas as required in the tender document.

TSC Rep. Name:.....Signature:..... Date:.....

Official Stamp

Contractors Rep: Name:..... Signature:..... Date:.....

Official Stamp

SECTION IV: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

- 4.1 The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc as may be applicable. The costs should be broken down to be clearly understood by the procuring entity.
- 4.2 The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.
- 4.3 The financial proposal should be prepared using the Standard forms provided in this part
- 4.4 The formulae for determining the Financial Score (Sf) shall, be as follows:-
$$F_s = 100 \times \frac{F_m}{F}$$
where F_s 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 (St) and financial (Sf) scores using the weights (T =the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + p = 1$) . The combined technical and financial score, S , is calculated as follows:- $S = St \times T \% + Fs \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

The weight given to Technical and Financial Proposals are:

- Technical (T) = 0.90
- Financial (F) = 0.10

APPENDIX C

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. Reimbursable 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.: _____	Description: _____
Price Component	Amount(s)
Remuneration	
Reimbursables	
Miscellaneous Expenses	
Subtotal	_____

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

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

5. REIMBURSABLES PER ACTIVITY

Activity No: _____
Name: _____

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

6. MISCELLANEOUS EXPENSES

Activity No. _____ Activity Name: _____

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

SECTION V – TERMS OF REFERENCE

CONSULTANCY SERVICES FOR DETAILED DESIGN, PREPARATION OF BIDDING DOCUMENTS AND SUPERVISION OF RENOVATION OF THE TSC BUILDING ROOF & RE-PARTITIONING WORKS AT 7TH FLOOR

5.0 BACKGROUND

The Teachers Service Commission intends carry out renovation works that will include the 7th floor and the TSC House Roof. The renovation works will entail redesign of the 7th Floor to create more office space and replacement of the old roof with complete new roof.

The Consultants are thus expected to redesign, prepare documentation of the project, help in the procurement of contractors and carry out post contract management of the renovation works.

5.1 Objectives

The objective of this consultancy services is the design and documentation of the project, assistance in the procurement of contractors and post contract management for proposed renovation works while upholding high standards of professionalism

5.2 Scope of the assignment

The Consortium will perform its tasks and specifically undertake:-

- i) Re- Design of the partitioning of the 7th floor to accommodate the various offices, , preparation of the bidding documents, and construction supervision and the management of the contract
- ii) Preparation of the bidding documents, and construction supervision and the management of the contract for the renovation works of the TSC Roof
- iii) The consultants will be responsible for the provision of detailed drawings and Bills of Quantities in hard and soft formats for tender action. The consultants will also undertake the post contract management of the project under the supervision of the representatives of Teachers Service Commission and Work Secretary, State Department of Public Works

More specifically, the Consultant specific tasks of the consultancy will include but not limited to:

- i) Design and documentation of the works.
- ii) Assistance in procurement of works.
- iii) Construction supervision.
- iv) Preparation of tender documents
- v) Preparation of final account
- vi) Preparing reports required by the client

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

5.3 DUTIES OF CONSULTANT

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

- i. Review of the existing drawings
- ii. Discussion with client on requirements including work plans, timescale and any financial or budgetary limits.
- iii. Outline proposal
- iv. Re- design of 7th floor partitioning
- v. Detail design.
- vi. Production information (working drawings).
- vii. Prepare technical specifications for the works to be carried out;
- viii. Prepare Bills of Quantities and cost estimates for all works to be carried out
- ix. Tender action.
- x. Project planning.
- xi. Construction supervision.
- xii. Undertake planning, monitoring, reporting and financial management of project execution,
- xiii. Supervise the Contractors in making good any arising defects.
- xiv. Produce a draft and subsequently a final documentation report which consists of as Built Drawings (where applicable) and Final Account.
- xv. It is imperative that a thorough assessment of the status of the physical infrastructure is carried out so that the new project can make good use of it.

The Consultant where necessary shall assist the Commission in the tendering process using the Public Procurement and Disposal Act 2015 and relevant manuals. The Consultant shall undertake the following services;

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

However, the Consultants should propose a relevant methodology (ies) to ensure proper delivery of the assignment, while clearly justifying the identified designs.

In addition, the Consultants should provide the sequencing and relevance of the activities that will be carried out to achieve the expected outcomes of the assignment and a detailed implementation chart that includes a critical path.

REQUIRED CONSULTING FIRMS

(NOTE: BIDDING SHALL BE BASED ON A CONSORTIUM)

5.1.1 Architectural Firm:

The architectural firm should be a registered firm with Architectural Association of Kenya. The firm will be the lead consultant and shall be required to provide services as follows;

- i) Interior design
- ii) Sustainability design.

The firm should present annual practicing certificate for key staff.

5.1.2 Quantity surveying firm

The firm should be registered with The Institute of Quantity Surveyors of Kenya and submit annual practicing certificate 2017 for key staff.

5.1.3 Civil/Structural Engineering firm

The firm should be registered with The Engineers Board of Kenya and submit annual practicing certificate 2017 for key staff.

5.1.4 Electrical Engineering firm

The firm should be registered with The Engineers Board of Kenya and submit annual practicing certificate 2017 for key staff.

5.1.5 Mechanical Engineering firm

The firm should be registered with The Engineers Board of Kenya and submit annual practicing certificate 2017 for key staff.

5.4 REPORTING ARRANGEMENTS

The Consultants will report to the representative of the Commission and ultimately to **COMMISSION SECRETARY/CEO** of **TEACHERS SERVICE COMMISSION** as the Client and principal contact for the consultancy, and from whom all necessary approvals will be obtained.

The Lead Consultant shall, in close consultation with client, arrange consultative meetings with all consultants at regular intervals or whenever there is need.

5.5 QUALITY ASSURANCE REVIEWS OF THE WORK

Quality Assurance of the assignment will be provided in form of regularly reporting as agreed by the parties to the Commission and adherence to schedules and timeframes

5.6 MONITORING PROGRESS OF ASSIGNMENT

The Commission shall monitor and evaluate the progress of the Consultancy through the reports on the deliverables on a regular basis to be agreed upon by the parties. The committee's reports will be submitted to COMMISSION SECRETARY /CEO through her appointee as may be required

5.7 PRICING

- i. A detailed cost breakdown structure must be included;
- ii. All pricing must be shown inclusive of any applicable taxes; and
- iii. All pricing must be completed on the standard template as prescribed in the tender document

Note: Reimbursable expenses are not allowed

5.8 ESSENTIAL DUTIES AND RESPONSIBILITIES OF THE COMMISSION

The Commission shall furnish the Consultant with design brief/wish list for the project.

In addition, the Commission shall:

- i) be responsible for; liaison between the Consultant and monitoring of the consultancy service;
- ii) review reports/documents submitted by the consultant and give feedback to the consultant accordingly as provided for in the TORs; and
- iii) provide the consultants with any other relevant assistance that may be required during the execution of the contract

5.9 DURATION OF THE ASSIGNMENT

The duration of the assignment will be determined by the date quoted by the main contractor at tender stage.

5.10 ETHICAL CODE AND PROFESSIONALISM

The Consultant shall carry out the above assignment in accordance with the highest standard of ethical competence, integrity and professionalism, having due regard to the nature and purpose of the assignment. The Consultant will at all-times and purpose, regard as strictly confidential all knowledge and information not within the public domain which may be acquired in the course of carrying out this assignment and the information shall not be directly or indirectly disclosed to any person whatsoever, except with the written permission of the Client.

The Consultants will waive all copyrights of documents, data and information prepared as part of this assignment in favour of the Commission.

6.0 Confidentiality

The Consultant should treat all the records and information that comes into their possession as a result of the consultancy assignment as confidential.

**SECTION V:
STANDARD FORMS OF CONTRACT**

- a. ANNEX 1 – 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 Kshs.5,000,000
- 2. SMALL ASSIGNMENT - Not exceeding Kshs.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

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:

- i. 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

ii. 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 authorized representative)_____

(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 Shillings
- (e) “GC” means these General Conditions of Contract
- (f) “Government” means the Government of the Republic of Kenya
- (g) “Local Currency” means the Kenya Shillings
- (h) “Member”, in case the Consultant consists of a joint venture of more than one entity, means any of these entities; “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 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 Law of Kenya

1.3 Language

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

1.4 Notices

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

1.5 Location

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

**1.6 Authorized
Representatives**

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

1.7 Taxes and Duties

The Consultant, sub consultant(s) and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the contract price.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract This Contract shall come into effect on the date Contract is signed by both Parties and 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 or 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 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 Of time** Any period within which a party shall, pursuant to this contract complete any action or task shall be extended for a period equal to the time during which such party was unable to perform such action as a result of Force Majeure
- 2.5.4 Payments** During the period of his inability to perform the services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by him during such period for

the purposes of the services and in reactivating the service after the end of such period.

2.6 Termination

2.6.1 By the Client

The Client may terminate this contract by not less than Thirty (30) days' written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in this Clause:

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

For the purpose of this clause;

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

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

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

2.6.2 By the Consultant

The consultant may terminate the 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 their parties.

3.2 **Conflicts of Interests**

3.2.1 **Consultant**

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

Not to Benefit from Commissions, Discounts etc.

- ii. For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant(s) and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets
- iii. Where the Consultant as part of the Services has the responsibility of advising the client on the procurement of goods, works or services, the consultant will comply with any applicable procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of the Client.

3.2.2 **Consultant and**

The Consultant agrees that, during the term of this Contract after its termination, the Consultant and his affiliates, as

- Affiliates** well as any Sub consultant and any of his affiliates, shall
Otherwise be disqualified from providing goods, works or services (other
Interested in than the services and any continuation thereof) for any
Project project resulting from or closely related to the services
- 3.2.3 **Prohibition Of Conflicting Activities** Neither the Consultant nor his sub consultant(s) nor their nor their personnel shall engage, either directly or indirectly in any of the following activities:
- a. During the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this contract; or
 - b. After the termination of this contract, such other activities as may be specified in the SC
- 3.3 **Confidentiality** The Consultant, his sub consultant(s) and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this contract, disclose any proprietary 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** The Consultant (a) shall take out and maintain and shall cause any sub consultant(s) to take out and maintain, at his (or the sub consultants’, as the case may be) own cost but on terms and conditions approved by the client, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at the Client’s request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

(xiii)

- 3.5 **Consultant’s Actions requiring Client’s approval** The consultant shall obtain the Client’s prior approval in writing before taking any of the following actions:
- a) Entering into a subcontract for the performance of any part of the services,
 - b) Appointing such members of the personnel not listed by name in Appendix C (“Key Personnel and Sub consultants”)

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 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 prior approval of the other party.

4. CONSULTANT'S PERSONNEL

4.1 Description Of Personnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the services of the Consultant's Key Personnel are described in Appendix C. The key personnel and sub consultants listed by title as well as by name in Appendix C are hereby approved by the Client

4.2 Removal and/or Replacement Of personnel

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

(xiv)

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

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 With respect to taxes and duties which increases or decreases the Cost of 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

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

(xv)

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, 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 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 in connection with this contract or its interpretations

(xvi)

- 7.2 Dispute settlement** Any dispute between the parties as to matter 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.

I. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of and supplements to clauses in the General conditions of contract
1.1 (i) <i>member</i>)	The Member in Charge is _____(<i>name of</i>
1.4	The Addresses are: Client: _____ Attention: _____ Telephone: _____ Telex: _____ Facsimile: _____ Consultant: _____ Telephone : _____ Telex: _____ Facsimile: _____
1.6	The Authorized Representative are: For the Client: _____ For the Consultant: _____
2.1	The date on which this Contract shall come into effect is(_____) (date) 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>
2.2	The date for the commencement of service is _____ (date)
2.3	The period shall be _____ (length of time) <i>Note: Fill in the period, e.g. twenty four (24) months or such other period as the parties may agree in writing</i>

(xviii)

3.4 The risks and coverage shall be:

(i) Professional liability

(ii) Loss of or damage to equipment and property

6.2(a) The amount in foreign currency or currencies is _____(insert amount)

6.2(b) The amount in local currency is _____(insert amount)

6.4 Payments shall be made according to the following schedule:

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

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

IV. APPENDICES

APPENDIX A – DESCRIPTION OF THE SERVICES

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

APPENDIX B – REPORTING REQUIREMENTS

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

APPENDIX C – KEY PERSONNEL AND SUBCONSULTANTS

- List under*
- | | |
|------------|--|
| <i>C-1</i> | <i>Titles (and names, if already available), detailed job descriptions and minimum qualifications of personnel and staff-months for each</i> |
| <i>C-2</i> | <i>List of approved sub consultants (if already available); same information with respect to their personnel as in C-1</i> |

APPENDIX D – BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

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

- 1. Monthly rate for personnel (key personnel and other personnel)*
- 2. Reimbursable expenditure*

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

APPENDIX E – BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

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

- 1. Monthly rates for Personnel (key personnel and other personnel)*
- 2. Reimbursable expenditure*

(xx)

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

APPENDIX F – SERVICES AND FACILITIES PROVIDED BY THE CLIENT