

KILIFI COUNTY GOVERNMENT



MUNICIPALITY OF MALINDI

REQUEST FOR PROPOSALS (RFP)

TENDER NAME: SELECTION OF A CONSORTIUM OF (ARCHITECT, QUANTITY SURVEYOR, CIVIL & STRUCTURAL ENGINEER, MECHANICAL & ELECTRICAL ENGINEERS AND EIA EXPERT) FOR THE DESIGN AND CONSTRUCTION SUPERVISION OF A SOLID WASTE RECYCLING FACILITY

TENDER NO. KCG/MM /RFP/001/2019/2020

FEBRUARY, 2020

KILIFI COUNTY GOVERNMENT P.O. BOX 519 – 80108 KILIFI

malindimunicipality@kilifi.go.ke

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INTRODUCTION

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

SECTION I: INVITATION TO TENDER

DATE _____

Tender ref No. KCG/MM /RFP/001/2019/2020

TENDER NAME: SELECTION OF A CONSORTIUM OF (ARCHITECT, QUANTITY SURVEYOR, CIVIL & STRUCTURAL ENGINEER, MECHANICAL & ELECTRICAL ENGINEERS AND EIA EXPERT) FOR THE DESIGN AND CONSTRUCTION SUPERVISION OF A SOLID WASTE RECYCLING FACILITY

M/S

Dear sir/Madam,

Solid Waste Management remains one of the major challenges facing the Municipality of Malindi. The impact of the indiscriminate and unsorted solid waste disposal within households and businesses continues to adversely affect the town's value chain service delivery within the Municipality. The garbage problem continues to pose a threat to both human and animal health. The County Government and stakeholders have put efforts to ensure cleanliness of the town but a lot needs to be done.

The Municipality is planning to ensure zero garbage taken to the dumpsite with the strategy being ensuring recycling of all the garbage waste. It is on this back ground that the Municipality came up with the solid waste recycling facility so that they can install a PET and hard plastic waste grinding machines. This is to help add value to the waste so that it can fetch a higher market.

The procurement and operationalization of the waste recycling plants was prioritized and harmonized across the general public as well as the County Government through the Executive and County assembly.

Municipality of Malindi is desirous of setting up a solid waste recycling plant starting April 2020 at our Casuarina site.

Details of the scope of works are included in the Request for Proposal documents. A CONSULTANCY COMPRISING AN ARCHITECT, A QUANTITY SURVEYOR, CIVIL & STRUCTURAL ENGINEER, MECHANICAL & ELECTRICAL ENGINEER AND EIA EXPERTS WHO QUALIFY MAY SUBMIT PROPOSALS TO PROVIDE CONSULTANCY SERVICES IN THEIR RESPECTIVE AREAS OF EXPERTISE.

More details of the services are provided in the terms of reference herein.

1.1 The request for proposal (RFP) includes the following documents;

- Section I - Letter of invitation
- Section II - Information to Consultants
- Section III - Terms of reference
- Section IV - Technical proposal
- Section V - Financial proposal
- Section VI - Standard Forms

1.2 A complete set of tender documents may be obtained by interested candidates from the Kilifi County Government official website (www.kilifi.go.ke) FREE OF CHARGE or from The Public Procurement Information Portal (PPIP) .

1.3. The proposal shall be enclosed in plain sealed envelopes marked with tender name and reference number and deposited in the tender Box at the Treasury Building and/or to be addressed to:

County Secretary,
County Government of Kilifi,
P.O. Box 519 -80108,
Kilifi, Kenya.

So as to be received on or before 28-02-2020

Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.

1.4 Opening of the Proposals will take place immediately thereafter at Treasury Building in the presence of Tenderers' Representatives who wish to attend.

1.5 Serialize sequentially each page of the Bid Document including all the attachments. Avoid manual serialization.

Head of Supply Chain Management
For: County Secretary and Head of Public
Service
COUNTY GOVERNMENT OF KILIFI

SECTION II - INFORMATION TO CONSULTANTS

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SECTION II- INFORMATION TO CONSULTANTS

2.1 Introduction

- 2.1.1 The County Government of Kilifi, Municipality of Malindi will select a consultant among those invited to submit proposals or those who respond to the invitation for proposals in accordance with the method of selection detailed under this section and consistent with the regulations.
- 2.1.2 The consultants are invited to submit a technical proposal and a financial proposal for consulting services required for the assignment stated in the letter of invitation (Section I)
- 2.1.3 The highest ranked individual consultant in the technical proposals shall be invited to negotiate a contract on the basis of the set scale of fees. The technical proposals will be the basis for contract negotiations and ultimately for a signed contract with the selected individual consultant.
- 2.1.4 The consultants must familiarize themselves with local conditions as regards the assignment and take them into account in preparing their proposals. To obtain adequate information on the assignment and on the local conditions, consultants are encouraged to liaise with the procuring entity regarding any information that they may require before submitting a proposal.
- 2.1.5 The client will provide the inputs and services specified in the special conditions of contract needed to assist the individual consultant to carry out the assignment.
- 2.1.6 The cost of preparing the proposal and negotiating the contract including any visit to the procuring entity are not reimbursable as a direct cost of the assignment. The procuring entity is not bound to accept any of the proposals submitted.
- 2.1.7 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.2 Clarification and amendment to the RFP documents

- 2.2.1 Individual consultants may request clarification of any of the RFP documents not later than Seven (7) days before the deadline for the submission of the proposals. Any request for clarification must be sent in writing by post, fax or email to the procuring entity's address indicated in the special conditions of contract. The procuring entity will respond by post, fax or email 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 individual consultants invited to submit proposals.
- 2.2.2 At any time before the deadline for submission of the proposals, the procuring entity may for any reason; either at its own initiative or in response to a clarification requested by an intended individual consultant amend the RFP. Any amendment shall be issued in writing, fax or email to all invited individual consultants and will be binding on them. The procuring entity may at its discretion extend the deadline for the submission of the proposals.
- 2.2.3 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.
- 2.2.4 The procuring entity shall reply to and clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.3 Preparation of proposals

- 2.3.1 The individual consultant's proposal shall be written in English language.
- 2.3.2 In preparing the Technical proposal, the individual consultants are expected to examine the documents consisting the 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, the individual consultant must give particular attention to the following:
- (a) If an individual consultant considers that he/she does not have all the expertise required for the assignment he/she may suggest in the proposals other individual(s) who will assist in the assignment but they will not be

- party to the contract for the purpose of the performance of the assignment. An individual consultant will not propose other individual consultants invited to submit proposals for the assignment. Any individual consultant in contravention of this requirement shall automatically be disqualified.
- (b) For all the staff who will be involved in the exercise of the proposals to consultant must indicate their responsibility in the assignment and also the staff time as necessary.
 - (c) The curriculum vitae (CV) of the staff proposed must be submitted with the proposal.

2.3.4 The Technical proposal shall provide the following information;

- (a) The individual consultants CV and a brief of any recent experience of assignment of a similar nature. For each assignment the brief should indicate the profiles of staff involved, contract amount and the individual consultants involvement.
- (b) Any comments or suggestions on the Terms of Reference and a list of service and facilities requested to be provided by the procuring entity.
- (c) A description of the methodology and work plan for performing the proposed assignment.
- (d) Any additional information requested in the special conditions of contract.

2.3.5 The Technical proposal shall be separate from the Financial proposal and shall not include any Financial information

2.4 **Financial Proposal**

2.4.1 In preparing the financial proposal, the individual consultants are expected to take into account the time required in completing the assignment as outlined in the RFP documents. The financial proposal will therefore be quoted in fees per week or month.

2.4.2 The Financial proposal should include the payable taxes.

2.4.3 The fees shall be expressed in Kenya Shillings.

2.4.4 The Financial proposal must remain valid for 30 days after the submission date. During this period the individual consultant is expected to keep available

at his own cost any staff proposed for the assignment. The procuring entity will make best efforts to complete negotiations within this period. If the procuring entity wishes to extend the validity period of the proposals, the consultants who do not agree, have the right not to extend the validity of their proposals.

- 2.4.5 The financial proposal must comply with the law governing the profession of the consultant.

2.5 Submission, Receipt and Opening of Proposals

- 2.5.1 Completed tender documents should be deposited in the tender Box at the treasury on or before 28th February 2020 at 10.00 am East African Time.

- 2.5.2 The technical proposal and the financial proposal shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the individual consultants. Any such corrections must be initialed by the individual consultant.

- 2.5.2 After the deadline for submission of proposals the outer envelope and the technical proposals shall be opened immediately by the opening committee. The financial proposals shall be marked with the individual consultants' number allocated at the time of opening the outer envelope and the technical proposals but shall remain sealed and in the custody of a responsible officer of the procuring entity up to the time set for opening them.

2.6 Evaluation of the Proposal (General)

- 2.6.1 From the time the proposals are opened to the time of the contract award, if any individual consultant wishes to contact the procuring entity on any matter relating to his/her proposal, he/ she should do so in writing at the address indicated in the appendix to the instructions to consultants. Any effort by an individual consultant to influence the procuring entity's staff in the evaluation of proposals, companion proposals or awards of contract may result in the rejection of the individual consultant proposal.

- 2.6.2 The proposal evaluation committee shall have no access to the Financial Proposal, which in any case will remain sealed, until the technical evaluation is concluded or finalized.

2.7 Evaluation of Technical Proposals

- 2.7.1 The evaluation committee appointed by the Accounting Officer to evaluate the proposals shall carry out the evaluation of technical proposals following the criteria set out in the technical evaluation criteria in this document.
- 2.7.2 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.
- 2.7.3 Each responsive proposal will be given a technical score (ST). Any technical proposal which fails to achieve the total minimum score indicated in the appendix to the information to tenderers shall be rejected at this stage and will not proceed to the next stage of evaluation. The respective financial proposal will be returned to the individual consultant unopened.

2.8 Opening and Evaluation of Financial Proposals

- 2.8.1 After completion of the evaluation of Technical proposals the procuring entity shall notify the individual consultants whose proposal did not meet the minimum technical score or were declared non-responsive to the RFP and terms of reference through **mails**. The notification will indicate that their financial proposals shall not be opened and will be returned to them unopened after the completion of the selection process and contract award.

The financial proposals shall be opened by the procuring entity. The Procuring entity will open all tenders on 28th February, 2020 at 10.00 am East African Time .Tenderers are advised **to attend** the tender opening.

- 2.8.2 The formulae for determining the financial score (SF) unless an alternative formula is indicated in the appendix to the information to tenderers shall be as follows:

$Sf = 100 \times fm/f$ where
Sf is the financial score
Fm is the lowest fees quoted and

F is the fees of the proposal under consideration.

The lowest fees quoted will be allocated the maximum score of 100

- 2.8.4 The individual consultants' proposals will be ranked according to their combined technical score (st) and financial score (sf) using the weights indicated in the appendix to the instructions to consultants. Unless otherwise stated in the appendix to the instructions to consultants the formule for the combined scores shall be as follows;

$$S = ST \times T\% + SF \times P\%$$

Where

S is the total combined scores of technical and financial scores

St is the technical score

Sf is the financial score

T is the weight given to the technical proposal and

P is the weight given to the financial proposal

Note P + T will be equal to 100%

The individual consultant achieving the highest combined technical and financial score will be invited for negotiations.

2.9 Negotiations

- 2.9.1 Negotiations will be held at the same address indicated in the appendix to the information to consultants. The purpose of the negotiations is for the procuring entity and the individual consultant to reach agreements on all points regarding the assignment and sign a contract.
- 2.9.2 The negotiations will include a discussion on the technical proposals, the proposed methodology and work plan, staff and any suggestions made by the individual consultant to improve the Terms of reference. The agreed work plan and Terms of reference will be incorporated in the description of the service or assignment and form part of the contract.
- 2.9.3 The negotiations will be concluded with a review of the draft contract. If negotiations fail, the procuring entity will invite the individual consultant whose proposal achieved the second highest score to negotiate a contract.

2.10 Award of Contract

2.10.1 The contract will be awarded before commencement of negotiations. After negotiations are completed the procuring entity will promptly notify the other individual consultants that they were unsuccessful and return the financial proposals of the individual consultants who did not pass technical evaluation.

2.10.2 The selected individual consultant is expected to commence the assignment on the date indicated in the appendix to the information to consultants or any other date agreed with the procuring entity.

2.11 Confidentiality

2.11.1 Information relating to evaluation of proposals and recommendations of contract award shall not be disclosed to the individual consultants who submitted the proposal or to other persons not officially concerned with the process, until the winning individual consultant has been notified that he/she has been awarded the contract

SECTION III - TERMS OF REFERENCE (TOR)

Notes on the Preparation of Terms of Reference

The terms of reference are the initial statement to the consultants, of the services to be performed and should therefore be clear and precise and should contain the following sections;

- (a) Background information
- (b) Objectives of the assignment
- (c) Scope of work or services of the assignment
- (d) Training requirements (where applicable)
- (e) Reporting systems and time schedules
- (f) Personnel, facilities and other requirements to be provided by the procuring entity and
- (g) Terms of payment

(Specific TOR to be prepared by the procuring entity as appropriate)

TERMS OF REFERENCE: SELECTION OF A CONSORTIUM OF (ARCHITECT, QUANTITY SURVEYOR, CIVIL & STRUCTURAL ENGINEER, MECHANICAL & ELECTRICAL ENGINEERS AND EIA EXPERT) FOR THE DESIGN AND CONSTRUCTION SUPERVISION OF A SOLID WASTE RECYCLING FACILITY

1. INTRODUCTION

Solid Waste Management remains one of the major challenges facing the Municipality of Malindi. The impact of the indiscriminate and unsorted solid waste disposal within households and businesses continues to adversely affect the town's value chain service delivery within the Municipality. The garbage problem continues to pose a threat to both human and animal health. The County Government and stakeholders have put efforts to ensure cleanliness of the town but a lot needs to be done.

The Municipality is planning to ensure zero garbage taken to the dumpsite with the strategy being ensuring recycling of all the garbage waste. It is on this background that the Municipality came up with the solid waste recycling facility so that they can install a PET and hard plastic waste grinding machines. This is to help add value to the waste so that it can fetch a higher market.

The procurement and operationalisation of the waste recycling plants was prioritized and harmonized across the general public as well as the County Government through the Executive and County assembly.

2. PURPOSE OF THE CONSULTANCY

The overall objective of the project is to Design and Prepare construction drawings and supervise the proposed Construction of a solid waste recycling facility. The Assignment is expected to cover the following items within the timelines proposed by the Client. The consultant is required to provide the condensed program in the relevant part of the proposal, clearly indicating the activities, start date and the period each activity will take to complete.

The Team of Design Consultant will be appointed and shall provide services to include but not be limited to the following:

- Prepare Environmental and Social Impact Assessment Report.
- Prepare Materials Report
- Prepare a design for the Project.
- Prepare Bills of Quantities for the Project.
- Assist the Procuring Entity in the Preparation of the Bid Documents, Advertisement of the Tenders, Evaluation of Tenders and award.
- Ensure the project is constructed to the required standard, and within the contract sum
- Approve work programme and working drawings prepared by the Contractor
- Supervise all construction works
- Enforce environmental mitigation measures
- Check and forward interim and final payment certificates for Approval by the Supervisor
- Evaluate contractual claims
- Prepare monthly progress and end of project reports
- Prepare as build drawings
- Prepare final completion report

3. EXPECTED OUTPUTS AND DELIVERABLES

The responsibilities delegated to the Consultant will call for the services listed below, without, however, being necessarily and strictly restricted to the items identified:

Phase 1: Works Supervision

- Review of the Contractor's work programmes and monitoring, on a day-to-day basis, of the Contractor's adherence to these programmes.
- Approval of the Contractor's proposed materials sites.
- Issuance of Site Instructions.
- Verification of quality of works performed and materials used.

- Verification of measurements and issuance of interim payment certificates.
- Compilation of Progress Reports.
- Advising the Engineer on problems arising during the execution of the works.
- Assisting in relocation of services
- Monitoring of sound use of resources and protection of the environment.
- Requesting HIV/AIDS awareness campaigns by Ministry of Health.
- Coordination with third parties, e.g. public utilities, traffic police.
- Analysis of any claims submitted by the contractor(s).
- Services at Taking Over of the works.

Phase 2: Services during Maintenance Period

- Inspection of defect rectification works and maintenance.
- Services at End of Defects Liability of the works.
- Compilation of Final Completion Report, Final Accounts and As-built drawings.

DETAILED DESCRIPTION OF THE SERVICES

Phase 1: Works Supervision

Review of work programs and monitoring of the adherence to these programmes

The Consultant will scrutinize the Contractor's work programme, schedule of plant and cash-flow projections. Where appropriate he will request clarification without, however, imposing any modifications on the Contractor. The Consultant has, however, the right to reject a works programme that is either unrealistic or is unacceptable for other major considerations to be indicated by the Consultant with reference to the stipulations of the contract. Once the work programme(s) is approved, a parallel schedule of services to be rendered by third parties (e.g. public) will be submitted by the Contractor for approval by the Consultant .

The Consultant will inspect the Contractor's proposed materials sites and conduct necessary confirmatory testing before approving them for acquisition and use on the works.

The Consultant will issue the final setting out data and finished levels by way of site instructions to the Contractor to allow him to proceed with the detailed setting out of works.

The Consultant will be responsible for identifying those items requiring the approval of the Engineer and bring these items to his attention. The Consultant will be responsible for informing the Contractor clearly and unambiguously on decisions made by the Engineer on these and all other issues of relevance to the good execution of the contract.

The Consultant shall organise a monthly progress site meetings and shall monitor the progress of the works and shall report on these issues to all parties concerned in his monthly Progress Reports.

The Contractor is responsible for the construction and handing over of the works in accordance with that contract. The Consultant will insist that the responsibility for any modifications to the contract, requested by the Contractor, is retained by the Contractor and that the procedures by which he may request these changes are formally presented to and acknowledged by him.

The Consultant shall ensure that an adequate record of measurements is kept for the purpose of establishing accurate as-built drawings and that a sufficient number of fixed monuments be consolidated as a permanent reference of coordinates.

Verification of Quality of works

The Consultant shall verify that all works are carried out in conformity with the Standard and Special specifications. He shall request the Contractor to issue written method statements to both the Contractor's foremen and the Consultant's inspectors for each relevant action and shall ensure that the work methods agreed are strictly adhered to.

Verification of Quantity of works performed

The Consultant shall verify the adequacy of the primary setting out of works in accordance with the new approved design. The Consultant shall ensure that adequate references will be established for the verification of quantities to be brought into the works.

The Consultant shall ensure that an adequate record of measurements is kept for the purpose of establishing accurate as-built drawings and that a sufficient number of fixed monuments be consolidated as a permanent reference of coordinates. Particular attention will be given to the establishment of stable reference points in areas where settlements are to be expected.

Verification of Quality of materials used

The Contractor will test all materials to be used for the works prior to incorporating them in the works. The Consultant will check the quality of these materials in accordance with the Conditions of Contract for compliance with the Standard and Special Specifications.

Verification of measurements and issuance of interim payment certificates

The Consultant s and the Contractor shall measure jointly all works completed, using mutually agreed methods and frequencies. Wherever the Consultant finds necessary, additional verifications of the measurements shall be undertaken.

In addition, the Consultant s and the Contractor shall estimate jointly and on a weekly basis the progress of the works. Towards the end of each month, these estimates will serve to establish the quantities payable to the Contractor's interim payment certificate for that period.

The Consultant s shall ensure that at all times during the implementation of the contract; the Engineer will be in a position to issue an interim payment certificate within 30 days from the end of the month in question.

The Consultant s shall finalise at regular intervals all measurements taken and agreed with the Contractor for completed sections of the road and shall take off quantities on which basis the final accounts will be elaborated in draft after the Taking over Certificate is issued and in final after the Defects Liability Period. The draft accounts shall be established during the month following Taking Over of the works and shall be analysed in the Final Project Completion Report.

Compilation of Progress Reports

The Consultant s shall compile Monthly Progress Reports to inform all parties concerned in a transparent and concise way about the progress of works (including critical path analysis and progress photographs), the financial situation of the project and about possible difficulties encountered. On completion of every 3 months, the Consultant shall prepare Quarterly Progress Reports.

The Consultant s shall maintain documentary and photographic records. The documentary records shall include a daily Site Diary and details of all contractual correspondence and data; all work stoppages or delays; accidents on site; official visitors to site; weather records; details of all daily site activities showing the start and end time and full details of the personnel and equipment resources employed per activity. It shall contain detailed records of the Contractor's equipment on site and its date of manufacture, previous hours worked and condition, its precise date of arrival or removal from site, the date commissioned to commence work, its availability and utilisation. Equipment availability figures for each category of equipment shall be established.

In respect of photographic data, the Consultant s shall maintain a record of digital progress photographs (using a digital camera to be provided under the Works Contract) taken throughout the Contract period at set locations and of any construction activity of technical or contractual interest at any time. Each photograph is to be captioned with; reference number, time, date, precise location, subject and points of particular note. These digital data shall be stored on a CD-ROM together with the captions and shall be made available to the Engineer on a monthly basis.

Advice on problems arising during the execution of the works

In the event problems of engineering nature arise during the execution of the works, the Consultant s will address these problems and suggest solutions. In the event the nature of these problems will justify so, they will be subject to a special report to the Engineer. Any instruction to the Contractor providing a clarification of or a variation to specifications and/or drawings will be given in writing.

Variation Orders shall be issued in respect of variations to specifications and/or drawings. These Variation Orders will need prior consent by the Engineer and

the Employer in the event they will give rise to additional expenditure and/or an extension of the Contract period.

Problems of non-engineering nature shall be brought to the attention of the Engineer, who will decide whether these problems can best be analysed on site by the Consultant or referred to other competent bodies. The Consultant shall not be requested to deal with problems regarding land acquisition, right of way and damage to third party property and shall only play a coordinating role with respect to problems regarding public utilities and traffic management outside the construction site, unless these problems relate to the Contractor's deviation roads.

Monitoring of sound use of resources and protection of the environment

The Consultant shall monitor human and material resources mobilised by the Contractor and keep a comprehensive record of these resources and the use made thereof. In his periodic reporting the Consultant shall relate resources mobilised and works performed. Unbalanced resources or discrepancies between projected outputs and works performed will be brought to the attention of the Contractor.

The Consultant shall monitor the environmental impact of the works and issue the necessary instructions to the Contractor whenever avoidable damage to the environment occurs or is likely to occur. In particular, the Consultant shall monitor the full respect of the following recommendations for environmental protection during implementation of the project:

- Advise on proper location of Contractor's campsites to an area so as to minimise disruption to local population, fauna and flora and watercourses; provision of adequate drainage facilities and treatment of sewage and waste disposals and ensure that camp areas are dismantled and rehabilitated once construction is completed.
- Minimise water and soil pollution caused by runoff waters;
- Minimise noise and dust levels.
- Shape and landscape all borrow pit and quarry sites.
- Minimise the risk of soil erosion, stabilise bridge sites and the inlets and outlets of culverts on erosive soils with gabions or stone pitching.

Analysis of Contractor's claims

Any claims submitted by the contractor during the course of the works will be analysed by the Consultants and appropriate advice will be given to the Engineer on their validity. These services are deemed to be part of the responsibilities of the Consultant and do not entitle him to any additional fees.

As-built drawings

The Consultant shall keep a precise record of all modifications to the plans ordered from the Contractor and enter these modifications in electronic format in the relevant drawings. At End of Defects

Liability Period of the works the electronic files will be edited and a comprehensive file titled "As built drawings" will be issued to the Employer and the Engineer in electronic format and hard copy.

Substantial Completion of the works

When the works are nearing substantial completion, the Consultant shall inspect the works jointly with the contractor and shall establish lists specifying the remaining works. These works may concern corrections to work already done or completion of outstanding works. The Consultant shall call, once these actions have been completed to his satisfaction, a substantial completion inspection in which both Employer and the Engineer may participate.

The Consultant shall prepare a Taking over Certificate to be signed by the parties concerned after the Substantial Completion inspection. A list of works remaining to be done and any defects noted during the inspection will be appended to the certificate, specifying the time within which these works are to be completed or when defects have to be corrected.

Phase 3: Services during the Maintenance Period

One man-month input each is foreseen for the Engineer, Materials Technologist, and a Site Inspector during the maintenance period which should be utilised on intermittent basis as deemed appropriate for the following services (without being limited to):

- Inspection of designated outstanding works and correction of defects.
- Drawing the attention of the Contractor to any defects as soon as such defects are noticed and supervision of the subsequent repairs.

- Assisting in the Defects Liability inspection and preparing the Defects Liability Certificate.
- Finalising the final As-built Drawings within 30 days after Substantial Completion Inspection.
- Documentation of contractual matters pertaining to the works and completion of the Final Project Completion Report, Final Accounts.

The Consultant s shall give necessary instructions for the Contractor to avail those specific site facilities that shall be required during the maintenance period with respect to the site office, laboratory, houses and equipment and vehicles.

At the end of the maintenance period, and provided that all defects shall have been completed to his satisfaction, the Consultant shall convene a defects liability inspection in which Engineer may participate, following which the Consultant shall prepare a Defects Liability certificate to be signed by the parties concerned.

4. DURATION OF SERVICES

The time period required for this consultancy (both for design and construction supervision) is expected to be seventeen (17) months.

5. REPORTING REQUIREMENTS AND SCHEDULE

The consultant shall propose a schedule of activities and corresponding deployment of staff.

This schedule, together with a comprehensive statement justifying the proposed deployment should be incorporated in the methodology section of the proposal. A tentative schedule of deliverables is delineated below for guidance purposes.

However in the detailed proposals the consultant should provide precise timelines to which only minimal adjustments will be permissible.

ACTIVITY	COMMENCEMENT DATE	DURATION
Inception meeting and Preparation of Scheme Design and Draft Bills of Quantities	Week Starting Feb 24th , 2020	2 week
Review of Draft Bills of Quantities And Detailed Design and Make amendments and Approve Final Bills of Quantities by the Client.	Week Starting March 9th , 2020	1 week
Prepare Tender Documents and Advertise for Selection of Contractors	Week Starting March 16th , 2020	1 week
Tenders Close, 14 Days	Week Starting March 30th , 2020	2 weeks
Evaluation of Bids and Award of Contract	Week Starting April 6th , 2020	1 Week
Commencement of Works by the Contractor, Civil Works, Electrical, Mechanical, Plumbing, Furniture and Fittings, Cooling System and Air Conditioning. Purchase of utility vehicles	Week Starting April 15th , 2020	10 Months
Inspection and Hand Over to Client	Week Starting 15th Feb 2021	1 week
Defects Liability Period	After Completion	6 Months

6. QUALIFICATIONS OF THE CONSULTANTS

ARCHITECT

(i) ***Qualifications and skills***

Must possess a University Degree of Bachelor of Architecture and be a Registered Architect with the Board of Registration of Architects and Quantity Surveyors and hold current membership with the Architectural Association of Kenya. A Masters Degree will be an added advantage.

(ii) ***General professional experience***

A minimum of 10 years practical post-qualification experience

(iii) ***Specific professional experience***

Must have extensive broad experience in building & construction designs, contract administration, evaluation of contractor's claims for at least 10 years and more specifically have recent service as a Project Architect on at least one industrial construction contract of comparable magnitude and complexity.

QUANTITY SURVEYOR

(i) ***Qualifications and skills***

Must possess a University Degree in Quantity Surveying or equivalent from a recognized university, be a Registered Quantity Surveyor with the Board of Registration of Architects and Quantity Surveyors, and hold current membership with the Architectural Association of Kenya. A qualification in a management discipline will be an added advantage.

(ii) ***General professional experience***

A minimum of 10 years practical post-qualification experience

(iii) ***Specific professional experience***

Must have extensive experience in quantity surveying, contract administration, evaluation of contractor's claims and more specifically have recent service as a Project Quantity Surveyor on at least one industrial construction contracts of comparable magnitude and complexity.

ENGINEERS (CIVIL& STRUCTURAL AND MECHANICAL & ELECTRICAL)

Civil and Structural Engineer

(i) *Qualifications and skills*

Must possess a University Degree in the relevant engineering discipline from a recognized university, be a Registered Engineer with the Engineers Registration Board, and hold current membership with the Institution of Engineers of Kenya. A qualification in a management discipline will be an added advantage.

(ii) *General professional experience*

A minimum of 10 years practical post-qualification experience

(iii) *Specific professional experience*

Must have extensive experience in Engineering, contract administration, evaluation of contractor's claims and more specifically have recent service as a Project Engineer on at least one industrial construction contracts of comparable magnitude and complexity.

Mechanical Engineer

(i) *Qualifications and skills*

Must possess a University Degree in the relevant engineering discipline from a recognized university, be a Registered Engineer with the Engineers Registration Board, and hold current membership with the Institution of Engineers of Kenya. A qualification in a management discipline will be an added advantage.

(ii) *General professional experience*

A minimum of 5 years practical post-qualification experience

(iii) *Specific professional experience*

Must have extensive experience in Engineering, contract administration, evaluation of contractor's claims and more specifically have recent service as a Project Engineer on at least one industrial construction contracts of comparable magnitude and complexity.

Electrical Engineer

(i) ***Qualifications and skills***

Must possess a University Degree in the relevant engineering discipline from a recognized university, be a Registered Engineer with the Engineers Registration Board, and hold current membership with the Institution of Engineers of Kenya. A qualification in a management discipline will be an added advantage.

(ii) ***General professional experience***

A minimum of 5 years practical post-qualification experience

(iii) ***Specific professional experience***

Must have extensive experience in Engineering, contract administration, evaluation of contractor's claims and more specifically have recent service as a Project Engineer on at least one industrial construction contracts of comparable magnitude and complexity.

EIA EXPERT

(iv) ***Qualifications and skills***

Must possess a University Degree in a relevant discipline from a recognized university, be a Registered NEMA Lead Expert.

(v) ***General professional experience***

A minimum of 5 years practical post-qualification experience

(vi) ***Specific professional experience***

Must have extensive experience in environmental design and audit and more specifically have recent service as an EIA Lead Expert on at least one industrial construction contracts of comparable magnitude and complexity

7. OBLIGATION OF THE CONSULTANT

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. He/she 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 dealings with third parties.

8. TERMS AND CONDITIONS OF BID

Awarding of the proposal will be subject to the consultant express acceptance of the general contract conditions. The County government and the consultant shall sign a contract agreement upon appointment.

- The consultants shall commence the project after contract agreement is signed
- Any deviation from the project should be put in writing and signed by both the consultant and the county government.
- Payments will be on work completed basis
- The county government reserves the right to terminate the contract in the event there is clear evidence of non-performance.

MANDATORY REQUIREMENTS TO BE MET BY THE CONSULTANTS

Instructions to tenderers	Particulars of appendix to instructions to tenderers
<p>Evaluation Criteria MANDATORY REQUIREMENTS</p>	<p>1. Preliminary criteria</p> <ul style="list-style-type: none"> i. Copy of certificate of incorporation / registration. ii. Copy of VAT/PIN certificates from KRA iii. Current single business permit from KILIFI County iv. Valid KRA Tax compliance certificate. v. Tender should be accompanied by a Professional Indemnity of Ksh. 87,800 from established approved insurance company/ Bank which must remain valid for 120 days. vi. Dully filled and stamped form of tender. vii. Dully filled and stamped confidential business questionnaire viii. Proof of Registration with the relevant Accreditation Board and Professional bodies for each consultant. <p>Evaluation Methodology will be a PASS/FAIL</p> <p>NOTE: Bidders MUST meet ALL the above requirements to proceed to technical evaluation.</p>

Technical evaluation

NO.	PARAMETER	POINTS
i.	Experience of the Company or Consultant in similar Works or services. Confirmation and verification of evidence of similar services having been fully completed. This shall be through letters of recommendation	14
ii.	Adequacy of the Proposed Work Plan and activity Schedule. Marks will be awarded as follows: Comments on Terms of Reference, 14 points Methodology and work plan, 14 points Timetable/ Schedule of Activities, This shall be judged on the basis of its reasonableness for the assignment, 7points	35
iii.	Description and Qualifications of the key staff for the assignment for the Technical Staff listed in this RFP as necessary and meeting the set number of years of experience, marks will be awarded as follows: a) Qualification and Skills ,7 b) General professional experience ,7 c) Specific professional experience, 7 The Consultant or Consultants will attach copies of relevant testimonials and certificates to support the information supplied.	21
TOTAL		70

Pass mark shall be 40 marks, those who shall score more than 40 marks shall proceed to financial evaluation.

SECTION IV - TECHNICAL PROPOSAL (TP)

Notes on the Preparation of Technical Proposal

The technical proposal shall be prepared and submitted by the consultants.

It shall contain the following:-

- (a) Submission letter
- (b) Particulars of the consultants including Curriculum vitae (CV)
- (c) Comments and suggestions of the consultants on the terms of reference, personnel, facility and other requirements to be provided by the procuring entity.
- (d) Description of the methodology and work plan for performing the assignment
- (e) Any proposed staff to assist in the assignment
- (f) Consultancy services activities times schedule.

(to be prepared by the consultant as appropriate)

1 .FIRM'S REFERENCES

Relevant Services Carried Out in the Last Five (5) 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 and contacts 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)

2. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Contact	Task

2. Support Staff

Name	Position	Contact	Task

3. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Months (in the Form of a Bar Chart)

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

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

4. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

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

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

(b). Completion and Submission of Reports

Reports	Date
1. Inception-preliminary sketch design and estimate BQs	
2. Final designs and BQs	
3. Detailed drawings and Final BQs	
4. Tender Documents and Tender action	
5. Project supervision	

SECTION V- FINANCIAL PROPOSAL (FP)

Notes on the Preparation on Financial Proposal

The financial proposal shall be prepared and submitted by the consultants.
It shall contain the following.

- (a) Submission letter indicating total fees
- (b) Summary of costs
- (c) Breakdown of fees per activity
- (d) The financial proposal **MUST** include all taxes imposed to the consultant by the National and County Governments.

(to be prepared by the consultant as appropriate)

SECTION VI - STANDARD CONTRACT FORM

INDIVIDUAL PROFESSIONAL CONSULTANTS

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

(A) Standard Contract Forms to be filled by the consultant:

1. Form of Tender
2. Confidential Business Questionnaire.

(B) The Tender security to be provided by the consultant from a Bank or Insurance Company should be in the **Format** as provided in this tender document.

(C) The winning bidder **SHALL provide a Performance Bond of 10%** of the contract sum from a Bank or Insurance Company

SECTION VI - STANDARD CONTRACT FORM

1. STANDARD CONTRACT FORM

**INDIVIDUAL PROFESSIONAL CONSULTANTS
(lump-sum payments)**

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

_____ [insert Client’s name] of [or whose registered office is situated at] _____ [insert Client’s address] (hereinafter called “the Client”) of the one part AND

_____ [insert Consultant’s name] of [or whose registered office is situated at] _____ [insert Consultants address] (hereinafter called “the Consultant”) of the other part.

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

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:-

1. **Services**
 - (i) The Consultant shall perform the Services specified in Appendix A, “Terms of Reference and Scope of Service, “which is made an integral part Of this Contract.
 - (ii) The Consultant shall provide the personnel listed Appendix B, “Consultant’s Personnel,” to perform the Services.
 - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, “ Consultant’s Reporting Obligations.”

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

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

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

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

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

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

Kshs. _____ Total

C. **Payment Conditions**
Payment shall be made in Kenya Shillings unless Otherwise specified not later than thirty (30) days Following submission by the Consultant of Invoices in duplicate to the Coordinator designated in Clause 4 here below. If the Client has delayed Payments beyond 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.

4. **Project Administration** A. **Coordinator**
The Client designates

[Insert name] as Client's Coordinator; the Coordinator will be responsible for the Coordination of activities under this Contract, for acceptance and approval of the reports and of Other deliverables, by the Client and for receiving and approving invoices for payment.

B. Reports

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

5. **Performance Standards** The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant Shall promptly replace any employees assigned Under this Contract that the Client considers Unsatisfactory.
6. **Confidentiality** The Consultant shall not, during the term of this Contract and within two years after its expiration Disclose any proprietary or confidential Information relating to the Services, this Contract Or the Client's business or operations without the Prior written consent of the Client.
7. **Ownership of Material** Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
8. **Consultant Not to be Engaged in certain Activities** The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or

Services (other than the Services and any Continuation thereof) for any project resulting from or closely related to the Services.

- 9. **Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.

- 10. **Assignment** The Consultant shall not assign this Contract or Sub-contract any portion of it without the Client's Prior written consent.

- 11. **Law Governing Contract and Language** The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English language

- 12. **Dispute Resolution** Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the

Chartered Institute of Arbitrators, Kenya branch,
On the request of the applying party.

For the Client

Full name _____

Title _____

Signature _____

Date _____

For the Consultant

Full name _____

Title _____

Signature _____

Date _____

FORM OF TENDER

Date _____

Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (..... *(Insert equipment description)* in conformity with the said tender documents for the sum of *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract , in the form prescribed by *(Procuring entity)*.

4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business

You are advised that it is a serious offence to give false information on this form

Part 2 (a) – Sole Proprietor Your name in full Age Nationality Country of origin • Citizenship details			
Part 2 (b) Partnership Given details of partners as follows:			
	Name	Nationality	Citizenship
Details	Shares		
	1.		
	2.		
	3.		
	4.		
Part 2 (c) – Registered Company Private or Public State the nominal and issued capital of company- Nominal Kshs. Issued Kshs. Given details of all directors as follows			
	Name	Nationality	Citizenship
Details	Shares		
	1.		
	2.		
	3.		
	4.		
	5.		
Date	Signature of Candidate		

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

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

FORM OF TENDER SECURITY

WHEREAS (hereinafter called “the Tenderer”) has submitted his tender dated for the construction of
..... (Name of Contract)

KNOW ALL PEOPLE by these presents that WE having our registered office at(hereinafter called “the Bank”), are bound unto(hereinafter called “the Employer”) in the sum of Kshs..... for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents sealed with the Common Seal of the said Bank this Day of20.....

THE CONDITIONS of this obligation are:

- 1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers
Or
- 2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

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

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

[Date [

[signature of the Bank]

[Witness]

[Seal]

PERFORMANCE BANK GUARANTEE

To: _____ (*Name of Employer*) _____ (*Date*)
_____ (*Address of Employer*)

Dear Sir,

WHEREAS _____ (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ (hereinafter called "the Works");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Kshs. _____ (*amount of Guarantee in figures*) Kenya Shillings _____ (*amount of Guarantee in words*), and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Kenya Shillings _____ (*amount of Guarantee in words*) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change, addition or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any change, addition, or modification.

This guarantee shall be valid until the date of issue of the Certificate of Completion.

SIGNATURE AND SEAL OF THE GUARANTOR _____

Name of Bank _____

Address _____

Date _____

REQUEST FOR REVIEW FORM

FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Department of Lands, Energy, Physical Planning, Housing and Urban Development*)

Request for review of the decision of the..... (*Department of Lands, Energy, Physical Planning, Housing and Urban Development*) ofdated the...day of20.....in the matter of Tender No.....of20...

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 of20.....

SIGNED
Board Secretary