



KENYA AGRICULTURAL AND LIVESTOCK RESEARCH ORGANIZATION

HEADQUARTERS
Kaptagat Road, Loresho
P.O. BOX 57811 - 00200
NAIROBI
Telephone: 4183301-20/0722-206986/88

REQUEST FOR PROPOSALS (RFP)

KALRO/010/HQTS/RFP.RT/2019-20:

**PROVISION OF CONSULTANCY SERVICES FOR REDESIGNING OF ROOF
AT KALRO HEADQUARTERS COMPLEX**

JANUARY, 2020

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SECTION I - LETTER OF INVITATION

TO

Date: 20/01/2020

Dear Sir/Madam,

RE: TENDER NO. KALRO/010/HQTS/RFP/2019-2020: PROVISION OF CONSULTANCY SERVICES FOR REDESIGNING ROOF AT KALRO HEADQUARTERS COMPLEX

1.1 The **KENYA AGRICULTURAL AND LIVESTOCK RESEARCH ORGANIZATION (KALRO)** invites proposals for redesigning the roof at KALRO Headquarters Complex Nairobi as indicated in the terms of reference herein.

- 1.2 The request for proposals (RFP) includes the following documents:
- Section I - Letter of invitation
 - Section II - Information to consultants
Appendix to Consultants information
 - Section III - Terms of Reference
 - Section IV - Technical proposals
 - Section V - Financial proposal
 - Section VI - Standard Contract Form

1.3 Upon receipt of this RFP please inform us on email tenders@kalro.org that:

- (a) that you have received the letter of invitation
- (b) whether or not you will submit a proposal for the assignment

1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box situated at the entrance to the main building of KALRO Headquarters on Kaptagat Road, off Kangemi fly over on or before 5th February, 2020 at 11.00 a.m. Bulky documents that cannot go through the slot of the Tender box may be delivered to KALRO Headquarters, ground floor Room 151 on or before 5th February 2020

1.5 Each tenderer shall be required to attach evidence of payment of Ksh 1000.00 for the tender document

1.6 Prices quoted should be net inclusive of all taxes and delivery, must be in Kenya Shillings and shall remain valid for 90 days from the closing date of the tender.

1.7 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at KALRO Headquarters, Boardroom on 5th February , 2020 at 11.00 a.m

Director, Supply Chain Management
FOR: DIRECTOR GENERAL

SECTION II - INFORMATION TO CONSULTANTS (ITC)

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SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

- 2.1.1 The Client named the Appendix to “ITC” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 The Procuring entity will provide the inputs specified in the Appendix “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2.1.6 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.7 The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 2.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.2 Clarification and Amendment of RFP Documents

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

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

2.3 Preparation of Technical Proposal

2.3.1 The Consultants proposal shall be written in English language

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

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

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

- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

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

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

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

- 2.4.1** In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office

equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.

- 2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix “A” specifies otherwise.
- 2.4.3 Consultants shall express the price of their services in Kenya Shillings.
- 2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.
- 2.4.5 The Proposal must remain valid for 60 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

2.5 Submission, Receipt, and Opening of Proposals

- 2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorised to sign the proposals.
- 2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix “A”. Each Technical Proposal and Financial Proposal shall be marked “**ORIGINAL**” or “**COPY**” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 2.5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL**,” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” and warning: “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**”. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix “ITC” and be clearly marked, “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**”

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

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

2.6 Proposal Evaluation General

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

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

2.7 Evaluation of Technical Proposal

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

	Points
(i) Specific experience of the consultant related to the assignment	(5-10)
(ii) Adequacy of the proposed work plan and methodology in responding to the terms of reference	(20-40)
(iii) Qualifications and competence of the key staff for the assignment	(30-40)
(iv) Suitability to the transfer of Technology Programme (Training)	<u>(0-10)</u>

Total Points 100

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

2.8 Public Opening and Evaluation of Financial Proposal

- 2.8.1 After Technical Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.
- 2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical. Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
- 2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.
- 2.8.5 The formulae for determining the Financial Score (S_f) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:-
 $S_f = 100 \times \frac{F_m}{F}$ where S_f is the financial score; F_m is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T =the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + P = 1$) indicated in the Appendix. The combined technical and financial score, S , is calculated as follows:- $S = S_t \times T \% + S_f \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 2.8.6 The tender evaluation committee shall evaluate the tender within 30 days of from the date of opening the tender.
- 2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).

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

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

2.9 Negotiations

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

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

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

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

2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

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

2.10 Award of Contract

2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the

shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.

- 2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix "A".
- 2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.10.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.10.5 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.10.6 To qualify for contract awards, the tenderer shall have the following:
- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
 - (b) Legal capacity to enter into a contract for procurement
 - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
 - (d) Shall not be debarred from participating in public procurement.

2.11 Confidentiality

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

2.12 Corrupt or fraudulent practices

- 2.12.1 The procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.12.2 The procuring entity will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.12.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to Information to Consultants

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

Clause Reference	PARTICULARS OF APPENDIX TO INFORMATION TO CONSULTANTS
2.1.1	Name of Client: <i>Kenya Agricultural and Livestock Research Organization</i> Method of Selection: <i>Quality and Cost Based Selection (QCBS)</i>
2.1.2	The name and description of the assignment is: Redesigning roof for KALRO Headquarters Complex.
2.1.3	There will be a mandatory pre-bidding meeting on Tuesday 28th January 2020 at 10.00am Tenderers will converge at the KALRO Headquarters Conference room
2.1.7	Fee chargeable for the tender document shall Ksh. 1000.00 per document
2.2.1	Tenderers may seek clarification until not later than seven (7) days to the closing date. The request should be in writing and addressed to; <i>The Director General</i> <i>Kenya Agricultural and Livestock Research Organization</i> <i>P O Box 57811-00200</i> <i>NAIROBI</i> Att. Director, Supply Chain Management Email; tenders@kalro.org
2.4.4	Financial Proposal validity period shall be 90days after tender closing date
2.5.3	This shall be a two envelope proposal: <i>TECHNICAL PROPOSAL</i> and <i>FINANCIAL PROPOSAL</i> in separate envelopes each in two copies. Marked Original or Copy as appropriate. Both envelopes then shall be placed in an outer envelope and sealed with the outer envelope bearing the tender number and description. The proposal should be addressed to: Director General Kenya Agricultural and Livestock Research Organization P O Box 57811-00200 Nairobi and clearly marked <i>DO NOT OPEN BEFORE 5th February, 2020 at 11.00 a. m</i>
2.5.4	The Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box situated at the entrance to the main building of <i>KALRO Headquarters on Kaptagat Road, off Kangemi fly over, on or before 5th February, 2020 at 11.00 a.m.</i> Bulky documents that cannot go through the slot of the Tender box may be delivered to <i>KALRO Headquarters, ground floor Room 151 on or before 5th February 2020 at 11.00 a.m.</i> Late bids will be rejected

	<p>i) Mandatory Requirement-Evaluation Criteria</p> <table border="1"> <thead> <tr> <th data-bbox="384 264 496 331">Item No.</th> <th data-bbox="496 264 1399 331">Item Description</th> </tr> </thead> <tbody> <tr> <td data-bbox="384 331 496 432">1</td> <td data-bbox="496 331 1399 432">Copy of business Registration Certificate/Certificate of Incorporation for the lead firm</td> </tr> <tr> <td data-bbox="384 432 496 499">2</td> <td data-bbox="496 432 1399 499">Copy of current Single Business Permit</td> </tr> <tr> <td data-bbox="384 499 496 566">3</td> <td data-bbox="496 499 1399 566">Copy of valid Tax compliance Certificate</td> </tr> <tr> <td data-bbox="384 566 496 667">4</td> <td data-bbox="496 566 1399 667">Copy of valid certificate of registration with Architectural Association of Kenya (AAK)</td> </tr> <tr> <td data-bbox="384 667 496 768">5</td> <td data-bbox="496 667 1399 768">CV's and copies of relevant certificates for lead consultant and atleast two (2) support staff.</td> </tr> <tr> <td data-bbox="384 768 496 869">6</td> <td data-bbox="496 768 1399 869">Dully Filled in, Signed and rubber stamped business questionnaire form</td> </tr> <tr> <td data-bbox="384 869 496 969">7</td> <td data-bbox="496 869 1399 969">Provide certified copies of Audited Accounts for the last three (3) 2016-2018</td> </tr> <tr> <td data-bbox="384 969 496 1037">8</td> <td data-bbox="496 969 1399 1037">Company profile(Company History Contacts and Services)</td> </tr> <tr> <td data-bbox="384 1037 496 1104">9</td> <td data-bbox="496 1037 1399 1104">A letter confirming availability for immediate engagement</td> </tr> <tr> <td data-bbox="384 1104 496 1171">10</td> <td data-bbox="496 1104 1399 1171">Must submit 1.5% bid bond in form of bank guarantee</td> </tr> <tr> <td data-bbox="384 1171 496 1238">11</td> <td data-bbox="496 1171 1399 1238">Signed evidence of attending the Pre-bid site meeting</td> </tr> <tr> <td colspan="2" data-bbox="384 1238 1399 1375">Firms registered under AGPO category will be exempt from submitting bid bond and audited accounts but WILL be required to submit duly filled, signed and rubber stamped Tender Securing Declaration Form.</td> </tr> </tbody> </table>	Item No.	Item Description	1	Copy of business Registration Certificate/Certificate of Incorporation for the lead firm	2	Copy of current Single Business Permit	3	Copy of valid Tax compliance Certificate	4	Copy of valid certificate of registration with Architectural Association of Kenya (AAK)	5	CV's and copies of relevant certificates for lead consultant and atleast two (2) support staff.	6	Dully Filled in, Signed and rubber stamped business questionnaire form	7	Provide certified copies of Audited Accounts for the last three (3) 2016-2018	8	Company profile(Company History Contacts and Services)	9	A letter confirming availability for immediate engagement	10	Must submit 1.5% bid bond in form of bank guarantee	11	Signed evidence of attending the Pre-bid site meeting	Firms registered under AGPO category will be exempt from submitting bid bond and audited accounts but WILL be required to submit duly filled, signed and rubber stamped Tender Securing Declaration Form .	
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2.7.1	<p>ii) Technical Evaluation Criteria</p> <p>At the technical evaluation stage, the bids will be evaluated based on the set criteria in the tender document. The technical evaluation is out of 100 marks with a pass mark of 75 marks.</p> <p>The technical evaluation is as appended in the table below:</p> <table border="1"> <thead> <tr> <th data-bbox="384 1585 464 1619">No.</th> <th data-bbox="464 1585 1139 1619">Criteria</th> <th data-bbox="1139 1585 1273 1619">Score</th> <th data-bbox="1273 1585 1399 1619">Weight</th> </tr> </thead> <tbody> <tr> <td data-bbox="384 1619 464 1686">1.</td> <td data-bbox="464 1619 1139 1686">Experience of the consultant related to the assignment</td> <td data-bbox="1139 1619 1273 1686">30 points</td> <td data-bbox="1273 1619 1399 1686">30%</td> </tr> <tr> <td data-bbox="384 1686 464 2027">1.1</td> <td data-bbox="464 1686 1139 2027"> Demonstrate experience in the provision of consultancy services for related assignments in at least three clients in the last five (5) years. Provide valid letters of reference, with details of the contract person(s) for similar assignments in at least three organizations in the last five (5) years. <ul style="list-style-type: none"> □ 3 and above assignments- 30 Points □ 2 assignments -10 Points □ 1 assignment - 5 Points </td> <td data-bbox="1139 1686 1273 2027"></td> <td data-bbox="1273 1686 1399 2027"></td> </tr> </tbody> </table>	No.	Criteria	Score	Weight	1.	Experience of the consultant related to the assignment	30 points	30%	1.1	Demonstrate experience in the provision of consultancy services for related assignments in at least three clients in the last five (5) years. Provide valid letters of reference, with details of the contract person(s) for similar assignments in at least three organizations in the last five (5) years. <ul style="list-style-type: none"> □ 3 and above assignments- 30 Points □ 2 assignments -10 Points □ 1 assignment - 5 Points 																
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2.	Approach and Methodology	25 Points	25%
2.1	Provide details on approach, strategies and methodology for conducting the assignment throughout the contract period. o Site organization for conducting the assignment - 0 - 5 points o Appropriateness of Methodology in executing the assignment as per the objectives and scope of work - 0 -10 points o Work plan and mobilization schedule - 0 -10 points		
3.	Qualifications and experience of key staff for the assignment	35 Points	35%
3.1	The lead consultant both individual and firm must demonstrate a practicing experience of atleast 10years. <ul style="list-style-type: none"> ▪ 10years and above-15points ▪ 5-9years -10points ▪ 1-4years -5points <p>Qualifications in relevant field of Architectural;</p> <ul style="list-style-type: none"> ▪ Masters and above -20Points ▪ Bachelors -10 Points ▪ Diploma - 5 Points <p>He or She must be a registered member with the relevant professional body.</p>		
4.	Understanding of and conformity to the ToRs and additional suggestions	10 Points	10%
4.1	The consultant must demonstrate their understanding of and conformity to the terms of reference provided- 0-5 points		
4.2	The consultant will also provide additional suggestions and proposals on the Terms of Reference and the assignment- 0-5 points.		
	TOTAL	100 Points	100%
NOTE:			
<ul style="list-style-type: none"> ▪ Only tenderers that obtain the minimum technical score to pass (75%) shall have their financial submissions opened. ▪ The Special Interest Group (Youth, Women and People living with disability) MUST submit a valid AGPO certificate for relevant category. ▪ AGPO firms will be accorded a 10% preferential treatment during the financial evaluation. 			

2.9	Negotiations will be held with the selected tenderer(s) after completion of the evaluation process before award.
2.10.2	Date of commencing the assignment shall be agreed at the time of signing the contract with the consultant

SECTION III: - TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

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

SECTION III - TECHNICAL PROPOSAL

Table of Contents

	Page
1. Technical proposal submission form	
2. Firms references	
3. Comments and suggestions of consultants on the Terms of reference and on data, services and facilities to be provided by the procuring entity	
4. Description of the methodology and work plan for performing the assignment	
5. Team composition and Task assignments	
6. Format of curriculum vitae (CV) for proposed Professional staff	
7. Time schedule for professional personnel	
8. 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:]

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):
Name of Associated Consultants. If any:	Approx. Value of Services (Kshs)
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:	No of Months of Professional Staff provided by Associated Consultants:
Narrative Description of project:	
Description of Actual Services Provided by Your Staff:	

Firm's Name: _____

Name and title of signatory; _____

(May be amended as necessary)

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

On the Terms of Reference:

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

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

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

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

5. 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:

SECTION IV: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

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

SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS

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	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		_____

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 appropriate.)	as 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				
4.	Grand Total				_____

**7. TIME SCHEDULE FOR
PROFESSIONAL PERSONNEL**

Months (in the Form of a Bar Chart)

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

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

8. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

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

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

(b). Completion and Submission of Reports

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

SECTION V: - TERMS OF REFERENCE

The KALRO HQ complex has had leakages in several spots and more serious leakages around the side stair case areas. There is need to contain these leakages and eliminate the inconveniences that this causes to staff in the top floor.

Below are the Terms of Reference (TORs)

1. Carry out detailed inspection of the whole complex.
2. Redesign the corner roof sections to create a roof profile that will prevent leakage into the building.
3. Recommend a phased approach to containing all roof leakage.
4. Develop a BQ for the redesigned roof sections, approximately 50m² each.
5. Include laying of 30gauge low profile corrugated iron sheet roof underlay to cover approximately 100m² of roof area in the directorate section (phase 1).
6. Allow for supervision of the phased re-roofing works to satisfaction.
7. Give detailed methodology.

NOTE: Site visit is recommended before quoting.

SECTION VI:

STANDARD FORMS OF CONTRACT

a. ANNEX I - SMALL ASSIGNMENTS (LUMP-SUM PAYMENTS)

NOTES

1. TIME BASED PAYMENT ___Time based fixed fee Exact duration of contract not fixed
2. LUMP-SUM PAYMENT _____Stated fixed contract sum.

**SAMPLE CONTRACT FOR CONSULTING SERVICES
SMALL ASSIGNMENTS
LUMP-SUM PAYMENTS**

CONTRACT

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 Consultant’s 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 Services,” which is made an integral part of this Contract.

(ii) The Consultant shall provide the personnel listed in 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.”

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

(i)

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 of 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 a copy of this Contract signed by the Consultant;

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 herebelow. 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.

(ii)

- 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.

(iii)

FOR THE CLIENT

FOR THE CONSULTANT

Full name; _____ Full ame; _____

Title: _____ Title: _____

Signature; _____ Signature; _____

Date; _____ Date; _____

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

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

REQUEST FOR REVIEW

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

- 1.
 - 2.
- etc.

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

- 1.
 - 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on
..... day of20.....

SIGNED
Board Secretary

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 1 - General:

Business Name

Location of business premises.

Plot No..... Street/Road

Postal Address Tel No. Fax E mail

Nature of Business

Registration Certificate No.

Maximum value of business which you can handle at any one time - Kshs.
.....

Name of your bankers Branch

Part 2 (a) - Sole Proprietor	
Your name in full Age	
Nationality Country of origin	
<ul style="list-style-type: none"> • Citizenship details • 	
Part 2 (b) Partnership	
Given details of partners as follows:	
Name	Nationality
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
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.

Tender-Securing Declaration Form

(To be filled only by Disadvantaged groups; women, youth and Persons with disability)

(The Bidder shall complete this Form in accordance with the instructions indicated)

Date of Bid submission:

Tender No:

To:.....

.....(Employer).

We, the undersigned, declare that:

1. We understand that according to your conditions, bids must be supported by a Bid -Securing Declaration.
2. We accept that we will be suspended from being eligible for bidding in any contract with the Employer for the period of time of starting on, if we are in breach of our obligation(s) under the bid conditions, because we;
 - a. Have withdrawn our Bid during the period of bid validity specified in the Bidding data sheet; or
 - b. Having been notified of the acceptance of our Bid by the Employer during the period of bid validity;
 - i. Fail or refuse to execute the contract, if required, or
 - ii. Fail or refuse to furnish the performance security, in accordance with the ITT.
3. We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of
 - i. Our receipt of a copy of your notification of the name of the successful Bidder; or
 - ii. Twenty-eight days after the expiration of the Tender.
4. We understand that if we are a joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid and if the joint venture has not been legally constituted at the time of bidding, the Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:in the capacity of.....

Name: (Complete name of person signing this form)

Duly authorized to sign the bid for and on behalf of

..... (Complete name of Bidder)

Dated.....on.....day of.....

