



NATIONAL ENVIRONMENT MANAGEMENT AUTHORITY

**REQUEST FOR PROPOSAL FOR CONSULTANCY SERVICES FOR
ARCHITECTURAL DESIGN OF “NEMA GREEN POINTS”**

RFP NO: NEMA/RFP/001/2018-2019

OCTOBER 2018

TABLE OF CONTENTS

	Page
INTRODUCTION	1
SECTION I. Letter of Invitation	3
SECTION II. Information to consultants.....	4
Appendix to information to Consultants.....	13
SECTION III Technical Proposal	16
SECTION IV. Financial Proposal	25
SECTION V Terms of Reference	33
SECTION VI. Standard Forms of Contract	37

ANNEXES:

Annex I. Sample Contract: Large or Small Assignments: Time-Based Payments

SECTION I - LETTER OF INVITATION

TO:

Date: 9th October, 2018

**P.O BOX
NAIROBI**

Dear Sir/Madam,

**RE: CONSULTANCY FOR ARCHITECTURAL DESIGN OF “NEMA
THREE GREEN POINTS” (NYANDARUA, MARSABIT AND NANDI
COUNTIES)**

- 1.1 NEMA invites sealed bids from eligible candidates for consultancy services in architectural design of “NEMA’s green points” (Nyandarua, Marsabit and Nandi counties)
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at NEMA headquarters procurement section during normal working hours.

Prospective bidders may also DOWNLOAD tender documents **FREE OF CHARGE** from NEMA website www.nema.go.ke or Tenders@Gok.ke. Bidders who will download the tender documents must forward their company details to this email; procurement@nema.go.ke to facilitate subsequent clarifications and/or addendum.

OR

A complete set of RFP documents may be obtained by interested candidates upon payment of non-refundable fees of Kshs 1,000/= in Bankers cheque OR CASH deposits payable to **NEMA Revenue Account, KCB – KICC Branch, Account Number 1102298158**, and submit the deposit slip, at the **cash office on Ground Floor**. NEMA Headquarters.

- 1.3 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at NEMA headquarters or be addressed to:

The Director General National Environment Management Authority, Eland House, Popo Road, Off Mombasa Road P.O. Box 67839 – 00200 **NAIROBI**. So as to be received on or before **24th October, 2018 at 11.00 A.M.**

Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at NEMA headquarters.

Yours sincerely

DIRECTOR GENERAL

SECTION II – INFORMATION TO CONSULTANTS (ITC)

Table of Contents

	Page
2.1 Introduction	5
2.2 Clarification and amendment of RFP document	5
2.3 Preparation of Technical Proposal	6
2.4 Submission, Receipt and opening of proposals	8
2.5 Proposal evaluation general	8
2.6 Evaluation of Technical proposal	9
2.7 Negotiations	10
2.8 Award of Contract	11
2.9 Confidentiality	11
2.12 Corrupt or fraudulent practices	12

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.1,000/=
- 2.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.2 Clarification and Amendment of RFP Documents

- 2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client’s

address indicated in the Appendix "ITC". The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

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

2.3 Preparation of Technical Proposal

2.3.1 The Consultants proposal shall be written in English language

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

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

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

2.4.1 The Proposal must remain valid for 90 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

2.5 Submission, Receipt, and Opening of Proposals

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

2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix "A". Each Technical Proposal 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 copy of the Technical Proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL**” 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 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.

2.5.6

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.

2.7 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

	Maximum Points
(i) Legal requirements	24
(ii) Specific experience/ Competencies of the consultant/consortia In relation to the assignment	53
(iii) Other necessary Qualifications	23

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 highest technically evaluated consultancy firm/consortia shall be awarded.

2.8.2 There is No financial bid involved in this consultancy as such shall be guided by:

- 1. The Request for Proposal (RFP), for Building and Civil Engineering Works – 1987 Edition (M.O.W.)**
- 2. Reference to PPOA/PPRA circular No.1/2012 on Procurement of Professional Services.**

2.8 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.
- 2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix "A".
- 2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.10.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.10.5 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.10.6 To qualify for contract awards, the tenderer shall have the following:
- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
 - (b) Legal capacity to enter into a contract for procurement
 - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
 - (d) Shall not be debarred from participating in public procurement.

2.11 Confidentiality

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

2.12 Corrupt or fraudulent practices

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

Appendix to information to consultants

The following information for procurement of consultancy services and selection of Consultants shall complement or amend the provisions of the information to

Consultants, wherever there is a conflict between the provisions of the information and to consultants and the provisions of the appendix, the provisions of the Appendix herein shall prevail over those of the information to consultants.

Clause Reference

2.1 The name of the Client is: **NATIONAL ENVIRONMENT MANAGEMENT AUTHORITY (NEMA)**

2.1.1 The method of selection is: **QUALITY BASED SELECTION**

2.1.2 Technical and Financial Proposals are requested: **ONLY TECHNICAL**

The name, objectives, and description of the assignment is: **CONSULTANCY FOR ARCHITECTURAL DESIGN OF “NEMA THREE GREEN POINTS” (NYANDARUA, MARSABIT AND NANDI COUNTIES)**

2.1.3 A pre-proposal conference will be held: **NO**

The name(s), address (es) and telephone numbers of the Client’s official(s) are

**THE DIRECTOR GENERAL
NATIONAL ENVIRONMENT MANAGEMENT AUTHORITY,
POPO ROAD, OFF MOMBASA ROAD,
P.O. BOX 67839-00200 NAIROBI-KENYA
TEL: 254 020 6005522/601945/608767, FAX: 254 20 608997
EMAIL: dgnema@nema.go.ke**

2.1.4 The Client will provide the following inputs:

- **ANY ADDITIONAL INFORMATION AS REQUIRED**

2.1.5 (ii) The estimated number of professional staff months required for the Assignment is; **Two months**

2.1.6 (iii) Training component is part of this assignment: **NO**

2.1.7 Taxes: **BIDDER WILL BE RESPONSIBLE FOR ALL TAXES.**

2.1.8 Consultants must submit an **ORIGINAL AND A COPY** of proposal.

2.1.9 **The consultant will be responsible for developing bid documents and estimates.**

The proposal submission address is:
**NATIONAL ENVIRONMENT MANAGEMENT AUTHORITY,
POPO ROAD, OFF MOMBASA ROAD,
P.O. BOX 67839-00200 NAIROBI-KENYA**

Information on the outer envelope should also include:

RFP NO: NEMA/RFP/001/2018-2019: FOR CONSULTANCY FOR ARCHITECTURAL DESIGN OF “NEMA GREEN POINTS”

2.1.10 Proposals must be submitted not later than the following date and time: **24th October, 2018 AT 11.00 A.M**

The address to send information to the Client is:

**THE DIRECTOR GENERAL
NATIONAL ENVIRONMENT MANAGEMENT AUTHORITY,
POPO ROAD, OFF MOMBASA ROAD,
P.O. BOX 67839-00200 NAIROBI-KENYA
TEL: 254 020 6005522/601945/608767, FAX: 254 20 608997
EMAIL: dgnema@nema.go.ke**

2.1.11 The minimum technical score required to pass: *N/A*

2.1.13 The weights given to the Technical and Financial Proposals are:
T=100%

2.1.13 The assignment is expected to commence **December, 2018.**

2.1.14 The highest technically evaluated proposal will be considered for award as per:

- 1 The Successful Consultants will be appointed on the basis of this Request for Proposal (RFP), for Building and Civil Engineering Works – 1987 Edition (M.O.W.)**
- 2 Reference made to PPOA/PPRA circular No.1/2012 on Procurement of Professional Services.**

SECTION III: - TERMS OF REFERENCE

TERMS OF REFERENCE (TOR'S) FOR THE ARCHITECTURAL DESIGN OF NEMA GREEN POINTS IN NYANDARUA, MARSABIT AND NANDI COUNTIES

NEMA intends to construct three Green Points building in Nyandarua, Marsabit and Nandi counties to accommodate Green Exhibition area, offices, meeting rooms and associated facilities.

The Authority therefore invites Request for Proposal (RFP) from qualified competent and registered firms, forming a consortium, to participate in an Architectural Designs for the Green Points.

The Consortium should comprise of Architects, Engineers, Landscape Architects, and Quantity Surveyors and registered Environmental Experts amongst other relevant experts.

Professional Capability

The teams shall submit adequate information to demonstrate their technical capability in terms of qualification and experience of the staff to cover all the disciplines included. The information which should be in brief summaries should contain:

- a) Statements of qualifications competence and relevant experience of key staff proposed for the assignment.
- b) Statements of any specific experience of the consultant in design of educational buildings.
- c) Any other relevant information in support of professional capability.
- d) Minimum required experience of the professional staff proposed for the project shall be:
 - Fifteen (15) years' experience in the relevant area of specialization for the team leader.
 - Ten (10) years' experience in relevant area of discipline for other key Professional staff.
 - Five (5) years' experience in relevant area in discipline for any other Professional staff proposed as assistant.

Team's Capability

The team's professional capability to undertake the assignment shall be evaluated on the basis of the following criteria.

The Client regards the following pointers to the professional strengths and competencies as essential to success of the work.

Specific qualification, experience and competence of key staff proposed for the assignment, shall be assessed according to the following criteria.

Lead Consultants

This position will entail both management or co-ordination skills as well as technical skills. The Lead Consultants must possess a degree in Architecture. Must be registered as an Architect by the Board of Registration of Architects and Quantity Surveyors and with at least fifteen (15) years post-registration experience. Five (5) of which should be in a senior position e.g. principal partner/director etc

Project Architect

The position will entail both contract administration and architectural design aspects. The Architect must possess a degree in Architecture be registered by the Board of Registration of Architects and Quantity Surveyors and with ten (10) years post registration experience

Project Quantity Surveyor

The Quantity Surveyor must possess a degree in Building Economics or Quantity Surveying or equivalent qualifications and be registered as a Quantity Surveyor by the Board of Registration of Architect and Quantity Surveyors and with ten (10) years post registration experience.

Project Civil/Structural Engineer

The Engineer must possess a degree in civil/structural engineering and be registered as an engineer by the Engineer Registration Board and with ten (10) years post registration experience.

Project Electrical Engineer

The Engineer must possess a degree in electrical engineering and be registered by the Engineers Registration Board and with at least ten (10) years post registration experience.

Physical planner

The physical planner must possess the relevant degree and be a registered member with the physical planner's board with experience of up to five years.

Other Professionals Relevant to the Project

Other professionals brought for the project must be relevant and detailed explanation of their role in the project must clearly be shown including their experience in such a project.

Contract and Conditions of Engagement

- 1. The Successful Consultants will be appointed on the basis of this Request for Proposal (RFP), for Building and Civil Engineering Works – 1987 Edition (M.O.W.)**
- 2. Reference made to PPOA/PPRA circular No.1/2012 on Procurement of Professional Services.**

SECTION IV: - 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 IV - TECHNICAL PROPOSAL

Table of Contents

Technical proposal submission form

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

1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____ Date]

**TO:
THE DIRECTOR GENERAL
NATIONAL ENVIRONMENT MANAGEMENT AUTHORITY,
POPO ROAD, OFF MOMBASA ROAD,
P.O. BOX 67839-00200
NAIROBI-KENYA**

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for **Architectural design of “NEMA three green points” (Nyandarua, Marsabit and Nandi counties** in accordance with your Request for Proposal dated 9th October, 2018 and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, [and a Financial Proposal sealed under a separate envelope].

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

We remain,

Yours sincerely,

_____ *[Authorized Signature]:*

_____ *[Name and Title of Signatory]*

_____ *[Name of Firm]*

_____ *[Address:]*

DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

2. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

3. 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 authorized representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____

4. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

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: _____

5. ACTIVITY (WORK) SCHEDULE

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	

6. 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.

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

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

SECTION VI: STANDARD FORMS OF CONTRACT

ANNEX I

SAMPLE CONTRACT FOR CONSULTING SERVICES

**LARGE ASSIGNMENTS
AND
Small Assignments**

Time-Based Payments

**SAMPLE CONTRACT FOR CONSULTING SERVICES
SMALL ASSIGNMENTS
TIME-BASED 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 reports listed in Appendix B, "Consultant's Reporting Obligations," within the time periods listed in such Appendix and the personnel listed in Appendix C, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services.

2. Term The Consultant shall perform the Services during the period commencing _____ [Insert start date] and continuing 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 a ceiling of _____ [Insert ceiling amount]. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as

(i)

Well as any tax obligation that may be imposed on the Consultant. The payments made under the Contract consist of the Consultant's remuneration as defined in sub-paragraph (B) below and of the reimbursable expenditures as defined in sub-paragraph (C) below.

B. Remuneration

The Client shall pay the Consultant for Services rendered at the rate(s) per man/month spent (or per day spent or per hour spent, subject to a maximum of eight hours per day) in accordance with the rates agreed and specified in Appendix C, "Cost Estimate of Services, List of Personnel and Schedule of Rates".

C. Reimbursable

The Client shall pay the Consultant for reimbursable expenses which shall consist of and be limited to:

- (i) normal and customary expenditures for official road and air travel, accommodation, printing and telephone charges; air travel will be reimbursed at the cost of less than first class travel and will need to be authorized by the Client's coordinator;
- (ii) Such other expenses as approved in advance by the Client's coordinator.

D. Payment Conditions.

Payment shall be made in Kenya shillings unless otherwise specified not later than thirty {30} days following submission 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 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.

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

4. Project Administration

A. Coordinator

The Client designates _____
[Insert name] as Client's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices

- (ii) for payment and for acceptance of the deliverables by the Client.

- B. Timesheets.
During the course of their work under this Contract, including field work, the Consultant's employees

Providing services under this Contract may be required to complete timesheets or any other document used to identify time spent as well as expenses incurred, as instructed by the Project Coordinator.

- C. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services which will clearly identify all charges and expenses. The Client reserves the right to audit or to nominate a reputable accounting firm to audit the Consultant's records relating to amounts claimed under this Contract during its term and any extension and for a period of three months thereafter.

5. Performance Standard

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 or 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.

(iii)

10. Assignment

The Consultant shall not assign this Contract or Subcontract any portion thereof 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 this 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

FOR THE CONSULTANT

Full name; _____

Full name _____

Title: _____

Title: _____

Signature; _____

Signature; _____

Date; _____

Date; _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

1. COMPANY DETAILS.

- a) Business Name:.....
- b) Nature of Business:.....
- c) Location of Business Premises:
 Plot Number:.....Road/ Street:.....
 Postal Address:.....Tel No:..... Fax
 No.....E- mail Address:.....
 Contact Person & Tel. No.....
(Please Attach Company Profile)
- d) Registration Certificate No.....**(Please attach copy).**
- e) **PIN No.....(Please attach copy)**
- f) Tax Compliance Certificate No.(Please attach copy)**
- g) VAT No.....
- h) Year Established.....
- i) Number of Staff employed.....
- j) Credit Period Days

2(a) – Sole Proprietor:

Your name in full Age

Nationality Country of origin

Citizenship details.....

2(b) – Partnership

Give details of partners as follows

Name	Nationality	Citizenship Details	Shares
.....
.....
.....
.....
.....

If a Kenyan Citizen, indicate under Citizenship Details whether by Birth, Naturalization or Registration

Part 2(c) – Registered Company:

Private or public

3. LIST OF CORPORATE CLIENT CUSTOMERS AND THEIR ADDRESSES, TELEPHONE NUMBERS AND CONTACT PERSON.

(a) Company
Address Tel.....
Contact Person.....Designation.....

(b)Company
Address Tel.....
Contact Person.....Designation.....

(c)Company
Address Tel.....
Contact Person.....Designation.....

(d)Company
Address Tel.....
Contact Person.....Designation.....

(e) Company
Address Tel.....
Contact Person.....Designation.....

4. Financial information

Name of your Bankers.....
Bank Branch.....
Bank Account No.....

5. Have you previously been providing any services to NEMA?

Yes No

6. I/We the undersigned state that the above information is correct and that I/We give National Environment Management Authority to seek any other references concerning my/our company from whatever sources deemed e.g company registrar’s office, banks etc.

Name.....Designation.....

Signature.....Date.....

Company’s Rubber Stamp.....

TECHNICAL EVALUATION CRITERIA ARCHITECTURAL DESIGN OF NEMA GREEN POINTS IN NYANDARUA, MARSABIT AND NANDI COUNTIES: NEMA/RFP/01/2018-2019

The evaluation criteria shall be as below.

<p>a) Mandatory Requirements</p> <p>The following requirements MUST be met by the tenderer</p> <table border="1"> <thead> <tr> <th>No</th> <th>Requirements</th> <th>YES/NO</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Copy of Certificate of Registration / Incorporation</td> <td></td> </tr> <tr> <td>2</td> <td>Copy of VALID Tax compliance Certificate</td> <td></td> </tr> <tr> <td>3</td> <td>Copy of PIN / VAT Certificate</td> <td></td> </tr> <tr> <td>4</td> <td>Duly Filled Confidential Business Questionnaire</td> <td></td> </tr> <tr> <td>5</td> <td>Audited Financial Statements for the last two years</td> <td></td> </tr> <tr> <td>6</td> <td>Provision of Services on Credit</td> <td></td> </tr> <tr> <td>7</td> <td>Current practicing license and letter of good standing for the lead persons (company) of the consortium from the respective recognized professional body</td> <td></td> </tr> <tr> <td>8</td> <td>Certificate of Registration by recognized professional body (certified copy);</td> <td></td> </tr> <tr> <td>9</td> <td>Professional indemnity cover of at least five (5) million Kenya shillings for the lead firm of the consortium (certified copy);</td> <td></td> </tr> </tbody> </table> <p>N/B: At this stage the tenderer's submission will either be responsive or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.</p>					No	Requirements	YES/NO	1	Copy of Certificate of Registration / Incorporation		2	Copy of VALID Tax compliance Certificate		3	Copy of PIN / VAT Certificate		4	Duly Filled Confidential Business Questionnaire		5	Audited Financial Statements for the last two years		6	Provision of Services on Credit		7	Current practicing license and letter of good standing for the lead persons (company) of the consortium from the respective recognized professional body		8	Certificate of Registration by recognized professional body (certified copy);		9	Professional indemnity cover of at least five (5) million Kenya shillings for the lead firm of the consortium (certified copy);	
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No.	(b) Technical evaluation-Parameters	Score breakdown	Max Score	Points awarded																														
1	Legal status		8.0																															
	a) Attachment of a copy of certificate of incorporation	(2 Mark)																																
	b) Attachment of tax compliance certificate	(2 Mark)																																
	c) Attachment of a copy of VAT certificate	(2 Mark)																																
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	g) Professional indemnity cover of at least five (5) million Kenya shillings for the lead firm of the consortium	(4 Marks)	4																															

	h) Written confirmation that the client has not been debarred as a service provider or consultant for services in Kenya				(4 Marks)	4.0		
2	Provision of services on credit Credit facility:- 30 days - 2 60 days – 4 90 days- 6				(6Marks)	6.0		
3	Copy of a Valid Single Business Permit				(2 marks)	2.0		
4	Previous assignments undertaken					10.0		
	Experience in related assignments supported by completion certificates and/or letters of reference :Up to 5 previous projects				2 marks per project (10 marks)			
6	Professional Capability(As per TOR's)						8.0	
	Key Personnel		Certificate	CV's	Relevant experience			
	a)Team Leader		attached	attached	up to 15 years	(4Marks)		
	b)Key professional		attached	attached	up to 10 years	(2Marks)		
	c)Technical (at least 2)		attached	attached	up to 5 years	(2Marks)		
7	Team's Capability (As per TOR's)							
	Key Personnel	Listing	Certificate	CV's	Relevant experience		35.0	
	a) Lead Consultant				As per TOR's	(6Marks)		
	b) Project Architect				As per TOR's	(4Marks)		
	c) Project Quantity Surveyor				As per TOR's	(4Marks)		
	d) Project Civil/Structural Engineer				As per TOR's	(4Marks)		
	e) Project Electrical Engineer				As per TOR's	(4Marks)		
	f) Project Mechanical Engineer				As per TOR's	(2Marks)		

	g) Project Environmental Expert				<i>As per TOR's</i>	(4Marks)		
	h) Physical Planner				<i>As per TOR's</i>	(4Marks)		
	i) Other Professionals Relevant to the Project				<i>As per TOR's</i>	(3 Marks)		
8	Audited Financial statements for the last two years					(5Marks)	5.0	
9	Duly filled business questionnaire					(5Marks)	5.0	
10	Company Profile							
	Company profile including management team and board of directors					(5Marks)	5.0	
TOTAL							100	

Contract and Conditions of Engagement

1. The Successful Consultants will be appointed on the basis of this Request for Proposal (RFP), for Building and Civil Engineering Works – 1987 Edition (M.O.W.)

2. Reference made to PPOA/PPRA circular No.1/2012 on Procurement of Professional Services.