COUNTY GOVERNMENT OF TRANS NZOIA

TENDER DOCUMENT

REQUEST FOR PROPOSALS
CONSULTANCY SERVICES FOR
CONSTRUCTION OF BUSINESS CENTER IN
KITALE TOWN (RE-ADVERTISED)

TENDER NO: - CGTN/TCI/T001/2021-22

CLOSING DATE: 21/07/2021, AT 11.10AM
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SECTION I: INVITATION FOR TENDERS

1.1 The County Government of Trans Nzoia invites proposals for provision of supervision and management services for the proposed Construction of Kitale Multi - Storey Business Complex on LR.No. 2116/601, Kitale Municipality.

1.2 Prices quoted should be net inclusive of all taxes and delivery costs. The quotation must be expressed in Kenya shillings (KES.) and shall remain valid for a period of 120 days from the date of tender opening.

1.3 Bidders are required to undertake serialization of all bid documents in the format 1, 2, 3, 4, as per requirements of the Public Procurement and Asset Disposal Act (PPADA), 2015 clause 74(1)(i) to enable safeguard loss of documentation during and after evaluation.

1.4 Duly completed RFP documents, in a plain sealed envelope marked; Tender No.CGTN/TCI/T001/2020-21 - PROVISION OF SUPERVISION AND MANAGEMENT SERVICES should be mailed to the address below or deposited in the County Government tender box located at the Supply Chain Department on or before Wednesday, 21st July, 2021 at 11.00am

County Secretary,  
Trans Nzoia County Government,  
P.O. Box 4211 – 30200,  
KITALE.

1.5 Tenders should be submitted in two separate envelopes one containing the technical proposal and the second containing the financial proposal, clearly marked; -

(i) Technical proposal should be enclosed in an envelope marked technical proposal for “PROVISION OF SUPERVISION AND MANAGEMENT SERVICES FOR THE PROPOSED CONSTRUCTION OF KITALE MULTI - STOREY BUSINESS COMPLEX

(ii) Financial proposal should be enclosed in an envelope marked financial proposal for “PROVISION OF SUPERVISION AND MANAGEMENT SERVICES FOR THE PROPOSED CONSTRUCTION OF KITALE MULTI - STOREY BUSINESS COMPLEX(DO NOT OPEN WITH TECHNICAL PROPOSAL).

1.6 The tender will be phased in 2 stages of TECHNICAL & FINANCIAL Proposal. Only Bidders that qualify at the TECHNICAL STAGE will proceed to FINANCIAL STAGE.
1.7 Tenders will be opened immediately thereafter in the presence of bidder or representative who choose to attend at the Trans Nzoia County Government, Supply Chain & Procurement Department Offices.

1.8 The request for proposals (RFP) includes the following documents:

<table>
<thead>
<tr>
<th>Section</th>
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<tbody>
<tr>
<td>Section I</td>
<td>Letter of invitation</td>
</tr>
<tr>
<td>Section II</td>
<td>Information to bidders</td>
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<tr>
<td></td>
<td>Appendix to bidders information</td>
</tr>
<tr>
<td>Section III</td>
<td>Terms of Reference</td>
</tr>
<tr>
<td>Section IV</td>
<td>Technical proposals</td>
</tr>
<tr>
<td>Section V</td>
<td>Financial proposal</td>
</tr>
<tr>
<td>Section VI</td>
<td>Standard Contract Form</td>
</tr>
</tbody>
</table>

Chief Officer – Trade, Commerce & Industry  
COUNTY GOVERNMENT OF TRANS NZOIA
SECTION II: - INFORMATION TO BIDDERS (ITB)

Introduction

2.1.1 The Client named the Appendix to “ITB” will select a firm among submissions done in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by The Authority 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 “ITB” 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 “ITB” 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 Authority will provide the inputs specified in the Appendix “ITB”, 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 Authority’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 Authority shall allow the tenderer to review the tender document free of charge before purchase.

Clarification and Amendment of RFP Documents

2.1.9 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 “ITB”. The Client will respond by cable, telex, facsimile or electronic mail to such requests and will make available the response (including an explanation of the query but without identifying the source of inquiry) to all who intend to submit proposals.

2.1.10 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 a bidder, amend the RFP. Any amendment shall be issued in writing through an addendum. Addendum shall be published or made available to all intending to bid 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.

(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.
Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.

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 of the proposed professional staff and signed by 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.

(vii) A detailed description of the proposed methodology.

(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 attached herein. 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 Submissions, Receipt, and Opening of Proposals

2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal) 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 “ITB” 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 “ITB”. 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 “ITB”. 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:
<table>
<thead>
<tr>
<th>Description</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Specific experience of the consultant related to the assignment</td>
<td>(5-10)</td>
</tr>
<tr>
<td>Adequacy of the proposed work plan and Methodology in responding to the terms of reference.</td>
<td>(20-40)</td>
</tr>
<tr>
<td>Qualifications and competence of the key staff for the assignment</td>
<td>(30-40)</td>
</tr>
<tr>
<td>Suitability to the transfer of Technology Programme (Training)</td>
<td>(0-10)</td>
</tr>
<tr>
<td><strong>Total Points</strong></td>
<td>100</td>
</tr>
</tbody>
</table>

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 “ITB”.

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 (Sf) shall, unless an alternative formula is indicated in the Appendix “ITB”, 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 (St) and financial (Sf) scores using the weights \( T = \) the weight given to the Technical Proposal; \( P = \) the weight given to the Financial Proposal; \( T + p = 1 \) indicated in the Appendix. The combined technical and financial score, \( S \), is calculated as follows: \( S = St \times T \% + S_f \times P \% \). 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 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 Authority 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 “ITB”. 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 Authority 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 notification of award.

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 Authority 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 Authority 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 Authority 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 Authority 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 bidders - A

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 bidders.

Clause Reference

<table>
<thead>
<tr>
<th>Clause</th>
<th>Description</th>
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<tbody>
<tr>
<td>2.1</td>
<td>The name of the Client is: TRANS NZOIA COUNTY GOVERNMENT</td>
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<tr>
<td>2.2</td>
<td>The method of selection is: Competitive Tendering</td>
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</table>
| 2.3    | Technical and Financial Proposals (Rates) are requested: YES  
The name, objectives, and description of the assignment are: Provision of supervision services for the proposed construction of Kitale Multi-storey business complex. |
| 2.4    | A pre-proposal conference will be held: Yes, Wednesday, 14.07.2021 |
| 2.5    | Taxes: As per the taxation laws of Kenya |
| 2.6    | Consultants must submit an original & 1no. copy |
| 2.7    | The proposal submission address is: Tender Box located at County Government of Trans-Nzoia Supply Chain Department. Information on the outer envelope should also include: As per the invitation in Section I |
| 2.8    | Proposals must be submitted no later than the following date and time: (21st July, 2021 at 11.00am) |
| 2.9    | The address to send information to the Client is: supplychain.transnzoia@gmail.com |
| 2.10   | The minimum technical score required to pass: 70 Marks and above; |
| 2.11   | Alternative formulae for determining the financial scores is the following: NONE |
| 2.12   | The assignment is expected to commence on: immediately |
| 3.0    | EVALUATION CRITERIA  
The bids submitted shall be subjected to a four (4)-stage evaluation process as shown below:  
  1. Preliminary Evaluation  
  2. Mandatory Evaluation;  
  3. Technical Capacity Evaluation;  
  4. Financial Evaluation |
Technical evaluation for firms that qualify at the preliminary/mandatory evaluation stage shall be carried out of 100 marks with a pass mark of 70. The firms shall be evaluated on a scoring matrix as shown below:

**EVALUATION CRITERIA**

Evaluation for all bids shall be in four (4) stages
- i) Preliminary Evaluation
- ii) Mandatory Evaluation
- iii) Technical Evaluation
- iv) Financial Evaluation

**Stage 1: Preliminary Evaluation**
Submission in required manner - plain envelope, address, name and category of tender
Serialization of documents Declaration form duly filled
Submit one (1) original and one (1) copy of both technical and financial bid document

Bidders who do not meet any of the stipulated requirement shall be disqualified at this stage without further consideration.

**Stage 2: Mandatory Evaluation**
Copies of the following documents **MUST be attached**

**Mandatory Requirements**
- Copy of Certificate of Registration
- Copy of Valid Tax Compliance Certificate
- Copy of PIN Certificate
- Copy of Valid NSSF compliance
- Copy of Valid NHIF compliance
- Copy of Memorandum of Association or CR12
- Proof of Registration with Ministry of Works
- Certificate of Registration of a Workplace (OSHA)
- Professional Indemnity Cover – Limit of Indemnity (at least Kes. 500 Million)
- Declaration of no conflict of interest
- Audited Accounts for the last 3 years
✓ Registration with the relevant professional bodies (BORAQS), (EBK)
✓ Valid Practicing certificates in the relevant field.

At this stage bid documents shall be examined for compliance with mandatory requirements. Failure to meet the above requirements will lead to disqualification.

Stage 3: Technical Scores (TS)
This section (Technical Evaluation) will carry a total of 100% of the whole evaluation and a bidder must score a minimum of 70% to be responsive to the technical requirement. The criteria shall be as follows;

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Evaluation Attribute</th>
<th>Weighted Score</th>
<th>Maximum Score</th>
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<tbody>
<tr>
<td></td>
<td>Lead Consultant Firms’ Experience (at least 10 years)</td>
<td>1 Mark for each year. (check year of company reg.)</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>Key Staff experience in the relevant field. Provide CVs and Certificates of Key staff and evidence of professional qualification. (At least 10 years’ Experience)</td>
<td>2.5 Marks each</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>i. Project Manager</td>
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<td></td>
<td>ii. Architect</td>
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<td></td>
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<td></td>
<td>iii. Quantity Surveyor</td>
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<td></td>
<td>iv. Structural Engineer</td>
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<td></td>
<td>v. Civil Engineer</td>
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<td></td>
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<td></td>
<td>vi. Mechanical Engineer</td>
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<td></td>
<td>vii. Electrical Engineer</td>
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<td></td>
<td>experience ≥ 10 years = 2.5marks</td>
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<td>&lt;10 years = 1.25marks</td>
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<tr>
<td></td>
<td>Lead Consultant evidence of financial capacity, to include audited accounts for the last three years</td>
<td>Average turnover of ≥ Kes. 60 Million = 10 Marks</td>
<td>10</td>
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<tr>
<td></td>
<td></td>
<td>Average turnover of ≤60M = 5Marks</td>
<td></td>
</tr>
<tr>
<td></td>
<td>History of projects undertaken</td>
<td>Lead Consultant</td>
<td>25</td>
</tr>
</tbody>
</table>
- (current/completed) in the last 5 years with their total project cost. (details of 5 no. projects)

<table>
<thead>
<tr>
<th></th>
<th>Project Cost ≥ Kes. 500 Million = 5 Marks for Each Project.</th>
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<tbody>
<tr>
<td></td>
<td>Project Cost ≤ Kes. 500 Million = 2 Marks for each project.</td>
</tr>
</tbody>
</table>

- Recommendation letters from 3 major clients. 4 Marks for each letter. 12

- Copy of Quality assurance certification(s) / Awards 6 Marks for each 6

- Physical Address
  - Provide details of Physical address and contacts with copy of title or lease documents / Latest utility bill for the premise.

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<thead>
<tr>
<th></th>
<th>5 Marks for address with supporting documents.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2 Marks for address without supporting document.</td>
</tr>
</tbody>
</table>

- Corporate Social Responsibility. Provide details of at least 2 no. CSR activities. 2 Marks for each 4

- Methodology and workplan 5 marks 5

- General Bid organization 3 Marks if paginated 3

- **Total Technical Score** 100
1. TECHNICAL PROPOSAL SUBMISSION FORM

[_______________ Date]

To: ______________________ [Name and address of Client)

Ladies/Gentlemen:

We, the undersigned, offer to provide the supervision services for __________________
_______________________________ [Title of consulting services] in accordance with your
Request for Proposal dated ______________________ [Date] and our Proposal. We are
hereby submitting our Proposal, which includes this Technical Proposal, [and a
Financial Proposal sealed under a separate envelope–where applicable].

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

We remain,

Yours sincerely,

_______________________________ [Authorized Signature]:

_______________________________ [Name and Title of Signatory]

_______________________________ [Name of Firm]

_______________________________ [Address:]
2. FIRM’S REFERENCES

**Relevant Services Carried Out in the Last Five Years**
**That Best illustrate Qualifications**

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

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

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.
3. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT
5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Task</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Support Staff

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Task</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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 to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client.

________________________________________________________Date; ______________
[Signature of authorised representative of the firm]

Full name of authorized representative: _________________________________
SECTION IV: - FINANCIAL PROPOSAL

The financial proposal: Bidders shall quote the prices for provision of supervision services inclusive of VAT in the format provided below:

1. FINANCIAL PROPOSAL SUBMISSION FORM

____________________ [Date]

To: ________________________________________
    ________________________________________
    ________________________________________
    [Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the supervision 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

<table>
<thead>
<tr>
<th>Costs</th>
<th>Currency (ies)</th>
<th>Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Taxes</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Amount of Financial Proposal</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## 3. BREAKDOWN OF PRICE PER ACTIVITY

<table>
<thead>
<tr>
<th>Activity No: ___________________________</th>
<th>Description: ___________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price Component</td>
<td>Amount(s)</td>
</tr>
<tr>
<td>Remuneration</td>
<td></td>
</tr>
<tr>
<td>Reimbursables</td>
<td></td>
</tr>
<tr>
<td>Miscellaneous Expenses</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
</tr>
</tbody>
</table>

## 4. BREAKDOWN OF REMUNERATION PER ACTIVITY

<table>
<thead>
<tr>
<th>Activity No. ___________________________</th>
<th>Name: ___________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Names</td>
<td>Position</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
5. REIMBURSABLES PER ACTIVITY

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Air travel</td>
<td>Trip</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Road travel</td>
<td>Kms</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Rail travel</td>
<td>Kms</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Subsistence Allowance</td>
<td>Day</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Grand Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6. MISCELLANEOUS EXPENSES

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Communication costs (telephone, telegram, telex)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Drafting, reproduction of reports</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Equipment: computers etc.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Software</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Grand Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SECTION V: - TERMS OF REFERENCE

SCOPE OF WORKS

The County Government of Trans Nzoia invites bids from consulting firms for supervision of The Proposed Construction of Multi-storey business complex.

The consultant shall provide the services as highlighted in the contract. The project commencement date is .............. and the project cost is KES. .................

The Consultant will be expected to provide the following services as per the contract for supervision of the proposed Construction of Kitale Multi – Storey Business Complex on LR.NO 2116/601, Kitale Municipality:

i. Project Management
ii. Architecture;
iii. Quantity Surveying;
iv. Civil/Structural Engineering;
v. Electrical Engineering;
vi. Mechanical Engineering
SECTION VI: - CONTRACT FORMS

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 whoseregistered office is situated at] ______________________________________________ [insert Client’s address](hereinafter called “the Client”) of the one part AND

____________________________________________ [Insert Consultant’s name] of [or whoseregistered 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 the Appendix 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, “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, “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.
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 here below. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya’s average rate for base lending.

4. Project Administration

A. Coordinator

The Client designates ________________[insert name] as Client’s Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for payment.

B. Reports.
The reports listed in Appendix, “Consultant’s Reporting Obligations,” shall be
submitted in the course of the assignment and will constitute the basis for the payments
to be made under paragraph 3.

5. **Performance Standards**
The Consultant undertakes to perform the Services with the highest standards of
professional and ethical competence and integrity. The Consultant shall promptly
replace any employees assigned under this Contract that the Client considers
unsatisfactory.

6. **Confidentiality**
The Consultant shall not, during the term of this Contract and within two years after its
expiration, disclose any proprietary or confidential information relating to the Services,
this Contract or the Client’s business or operations without the prior written consent of
the Client.

7. **Ownership of Material**
Any studies, reports or other material, graphic, software or otherwise prepared by the
Consultant for the Client under the Contract shall belong to and remain the property of
the Client. The Consultant may retain a copy of such documents and software.

8. **Consultant Not to be Engaged in certain Activities**
The Consultant agrees that during the term of this Contract and after its termination the
Consultant and any entity affiliated with the Consultant shall be disqualified from
providing goods, works or services (other than the Services and any continuation
thereof) for any project resulting from or closely related to the Services.

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

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

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

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

FOR THE CLIENT

Full name; ______________________________ Full name; __________________________
Title: ________________________________ Title: ________________________________
Signature; ___________________________ Signature; ___________________________
Date; _______________________________ Date; _______________________________

FOR THE CONSULTANT
LETTER OF NOTIFICATION OF AWARD  
(On letter Head of the Employer)

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)___

Name......................

Signature...............  

CHIEF OFFICER