



KABETE NATIONAL POLYTECHNIC

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REQUEST FOR PROPOSAL (RFP) OF CONSULTANCY SERVICES TO UNDERTAKE REVIEW AND DEVELOPMENT OF LAND USE MASTER PLAN AND DESIGN

FOR

KABETE NATIONAL POLYTECHNIC

TENDER NO. KNP/RFP/014/2020-2021

DECEMBER, 2020

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INTRODUCTION

1. This Request for Proposal has been prepared by KABETE NATIONAL POLYTECHNIC in line with the Standard Request for Proposals (RFP) prepared by the Directorate of Public Procurement, Ministry of Finance, Government of Kenya for use for selection of Consultants by Procuring Entities in the Central Government, County Governments, State Corporations and other Public Institutions when hiring consulting firms to provide services.
2. The RFP includes Standard Form of Contract for Large Assignments exceeding Kenya Shillings 2.0 Million based on Lump-Sum remuneration and samples of Contract for use in Small Assignments (Kshs. 2.0 Million or less) on both Time-based and Lump-Sum remuneration basis.
3. The RFP includes the following:-
 - i. Information to Consultants
 - ii. Terms of Reference
 - iii. Standard Form of Contract.
4. The General Conditions of Contract should not be modified and instead the Special Conditions of Contract should be used to reflect the unique circumstances of the particular Assignment. Similarly the Information to Consultants should only be clarified or amended through the Appendix to Information to Consultants.
5. Candidates are advised that preparation of the proposals and all associated activities and documentation shall be at no cost to the KABETE NATIONAL POLYTECHNIC.

SECTION B: INFORMATION TO CONSULTANTS

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Appendix "A" to information to consultants

2.1 Introduction

- 2.1.1 The consultants are invited to submit a Technical Proposal and a Financial Proposal as specified in Appendix "A" for consulting services required for the assignment named in the said Appendix.
- 2.1.2 The Firm with the highest ranked Technical Proposal and most responsive Financial Proposal shall be invited to negotiate a contract on the basis of both Technical and Financial Proposals. 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 the local conditions and take them into account in preparing their proposals. To obtain adequate information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference as indicated in the Letter of Invitation. Consultants should contact the officials named in Appendix "A" to arrange for any visit or to obtain additional information.
- 2.1.4 KABETE NATIONAL POLYTECHNIC will provide the information (inputs) specified in Appendix "A", 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;
 - (ii) The Client is not bound to accept any of the Proposals submitted.
- 2.1.6 KABETE NATIONAL POLYTECHNIC employees, Committee members, Council members and their relatives (spouse and children) are not eligible to participate.

2.2 Clarification and Amendment of RFP Documents

- 2.2.1 Consultants may request a clarification of any of the RFP documents not later than seven days before the proposal submission date. Any request for clarification must be sent in writing by paper or electronic mail to the Client's address indicated in Appendix "A". The Client will respond by paper 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 consultants who download the tender document.
- 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. The addenda shall be sent to all bidders 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' proposals shall be written in the 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 The Consultant Firm shall submit adequate information to demonstrate their technical capability to undertake the assignment. 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-months should be given in Form (VII) page SF 10. The proposal shall however be based on the number of professional staff-months 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 the firm.
- (iv) Proposed professional staff must, as a minimum, have the experience indicated in Appendix "A", 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. CVs to be given in the format given in Form (VI) page SF 8.

2.3.4 The Technical Proposal shall provide the following information using the attached Standard Forms; **(Technical Proposal Forms I to VIII)**

- (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 senior staff involved, duration of the assignment, contract amount and Firm's involvement as per paragraph 2.7.1(i) and Technical Proposal Standard **Form IIB**.
- (ii) For each proposed assignment the outline should indicate the profiles of the staff proposed and the involvement of the proposed staff in the assignment as per paragraph 2.7.1(ii).

- (iii) Any comments and/or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client as indicated in **Form III**.
- (iv) A detailed description of the Proposed Methodology, Approach and Work Plan for performing the assignment. The Proposal shall be submitted in form of descriptive reports, illustrations, drawings, specification notes, tables, graphs or any other format at the discretion of the Consultant. Where the presentation is in form of drawings or designs, these shall be at scales determined by the Consultant – **Form IV**.
- (v) The list of proposed team composition, the tasks that would be assigned to each team member and their timing – **Forms V(A)&(B)**.
- (vi) 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 – **Form VI**.
- (vii) 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 – **Forms VII & VIII**.

2.3.5 The Technical Proposal shall not include any financial information.

2.4 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 fees for the assignment are to be based on time basis (i.e. Staff months) fee structure in accordance with the Conditions of Engagement and Scales of Fees for professional Services for Building and Civil Engineering Works, 1987 Edition, Section 200, Clause 208.01

2.4.2 The Financial proposal, which MUST state the total Professional Fees payable, shall include:

- (i) Breakdown of estimated professional time input by the Consultant for consultancy services in staff-months in accordance with Financial Proposal **Form FP II**.
- (ii) A summary of Professional fees payable for the services prepared in accordance with Financial Proposal **Form FP III**.
- (iii) Summary of Estimated Reimbursement and Out of Pocket expenses in accordance with the Financial Proposal **Form FP IV**.
- (iv) Financial proposal submission letter in accordance with Financial Proposal **Form FP I**.

- (v) **Mode of payment of Fees:** The Proposal to indicate fees payable at the end of each stage provided the proportion of fees payable at the end of Tender Stage shall not exceed 60% of the total fees payable. The Financial Proposal shall indicate the proposed mode of payment of fees which is expected to follow stages of design progression of Scheme Design, Detailed Design and production Drawings, Tender documentation, Tender and construction stages.

2.4.3 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.

2.4.4 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 who do not agree have the right not to extend the validity of their proposals.

2.5 Submission, Receipt and Opening of Proposals

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

2.5.2 For each proposal, the consultants shall submit original and three copies. 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 prevail.

2.5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL". 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 in one larger outer envelope and sealed. This outer envelope shall bear the submission address and be clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE". No other mark should appear on the envelope as this shall lead to disqualification.

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

2.5.5 The Technical Proposal shall be opened immediately by the Evaluation Committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department until all submitted proposals are opened publicly.

2.6 Evaluation of the Proposal (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 Appendix "A". Any effort

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by the firm to influence the Client in the Proposal Evaluation, Proposal comparison or Contract award decisions may result in the disqualification of the Consultant's proposal.

2.6.2 Financial Proposals shall not be opened until the Technical Evaluation is complete.

2.7 Evaluation of Technical Proposals

2.7.1 FIRM'S PROFESSIONAL CAPABILITY

The firm shall submit adequate information to demonstrate their technical capability in terms of qualification and experience of staff. The information which should be in brief summaries should contain the following:

- (i) Summary of firm's organization and resume of recent assignments of similar nature undertaken in the last five (5) years. For each assignment, the firm must indicate their involvement, description and nature of assignment, duration of assignment, contract amount and client.
- (ii) Statement of qualification, competence and relevant experience of the key personnel (staff) proposed for the assignment
- (iii) Statement of any specific experience of the Consultant in undertaking and providing services for similar projects as the proposed one.
- (iv) Any other relevant information in support of the professional capability.

2.7.2 The Evaluation Committee appointed by the Client shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference. The Technical Evaluation Criteria shall be as follows:

- | | Max Points |
|--|-------------------|
| (i) Firm's Capability to undertake the assignment evaluated on the basis of the their experience | (15) |
| (ii) Qualification and Competence of the key personnel proposed for the assignment | (25) |
| (iii) Adequacy, reality and responsiveness of the proposed Approach Methodology and Work Plan to the Terms of Reference (ToR) and the demonstration of clear understanding and interpretation of the ToR | (60) |

Total Points 100

The Technical Proposal Score shall be given a weighting of 70% (0.7) in the Combined Score.

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- 2.7.3 Any proposal which will be examined and found not to comply with all the requirements for submission of the proposals will be declared non-responsive. All proposals found to have complied with all the requirements for submission of proposal shall be declared responsive by the Evaluation Committee.
- 2.7.4 Each responsive proposal will be given a Technical Score (TS). 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 Appendix "A".

2.8 Public Opening and Evaluation of Financial Proposals

- 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.
- 2.8.3 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.
- 2.8.4 The Evaluation Committee will determine whether the financial proposals are complete (ie. Whether the Consultant has costed all the items of the corresponding Technical Proposal) and correct any computational errors. The cost of any un-priced 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.
- 2.8.5 Evaluation of Financial Proposal: The formula for determining the Financial Score (FS) shall be as follows:-
- $$FS = 100 \times \frac{FM}{F} \text{ where}$$
- FS is the financial score;
- FM is the lowest priced financial proposal and
- F is the fees of the proposal under consideration.

The Financial proposal Score shall be given a weighting of 20% (0.2) in the Combined Score.

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Proposals will be ranked according to their combined technical (*TS*) and financial (*FS*) scores using the weights ($T =$ the weight given to the Technical Proposal; $P =$ the weight given to the Financial Proposal; $T + P = 1$). Unless otherwise stated the weights for the technical and financial scores shall be 0.8 and 0.2 respectively. The combined Technical and Financial Score, S , is calculated as follows:- $S = TS \times T \% + FS \times P \%$. The firm achieving the highest combined Technical and Financial score will be invited for negotiations.

2.9 Negotiations

- 2.9.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in Appendix “A”. The aim is to reach agreement on all points and sign a contract.
- 2.9.3 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.
- 2.9.4 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 2.9.5 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.
- 2.9.6 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.
- 2.9.7 The Client 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 thirty (30) days from the date of notification of award unless there is an administrative review request.
- 2.10.4 The Client 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 Client shall give prompt notice of the termination to the tenderers and on request give its reason 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, capacity 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.

Proposed Development of Land Use Master Plan 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 "A"

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 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

2.1.1 The name of the Client is:

**The Principal,
KABETE NATIONAL POLYTECHNIC,
P.O Box 29010-0065
Nairobi.**

The method of selection is: **Open Tender**

2.1.2 Technical and Financial Proposals are requested: **Yes**

2.1.3 The name, objectives, and description of the assignment are: **as per the Terms of Reference (TOR)**

2.1.4 A pre-proposal conference will NOT be held

The names, addresses and telephone numbers of the Client's officials are:

**The Principal,
KABETE NATIONAL POLYTECHNIC,
P.O Box 29010-0065
Nairobi.**

Tel: 0713 338683

2.1.5 The Client will provide the following inputs:

(i) Project Brief

2.3.3 (ii) The estimated number of professional staff weeks/months required for the assignment is; **To be determined by the Consultants in their Technical Proposals**

(iv) The minimum required experience of proposed professional staff given in years is;
3 years post qualification and Professional Registration

(viii) Additional information in the Technical Proposal includes: **Provide for attachment of the apprentices**

2.52 Consultants must submit an original and three [3No.] additional copy of each proposal.

2.5.4 The proposal submission address is:

**The Principal,
KABETE NATIONAL POLYTECHNIC,
P.O Box 29010-0065
Nairobi.**

Proposals must be submitted no later than **Monday 11th January, 2021 10.00am.**

The highest scoring responsive bidder will qualify for further **negotiation** with the Employer in accordance with Clause 6.0 of these Conditions.

2.7.2 **GENERAL SCORING CRITERIA FOR TECHNICAL PROPOSAL**

- (i) Firm's Capability to undertake the assignment evaluated on the basis of the their experience **(15)**

- (ii) Qualification and Competence of the key personnel proposed for the assignment **(25)**

- (iii) Adequacy, reality and responsiveness of the proposed Methodology and Work Plan to the Terms of Reference (ToR) and the demonstration of clear understanding and interpretation of the ToR. **(60)**

Total Points 100

Each Consultant shall be evaluated based on this criteria and a Consultant that shall not score a minimum of 70% shall be disqualified

The assignment is expected to commence **immediately**

SECTION C:- TECHNICAL PROPOSAL – STANDARD FORMS

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.

These forms shall include;

- i. Technical Proposal submission form.
- ii. Firm's references.
- iii. Comments and suggestions of Consultants on the Terms of Reference and on data, services and facilities to be provided by the Client.
- iv. Description of the Methodology and Work Plan for performing the assignment.
- v. Team Composition and task assignments.
- vi. Format of curriculum vitae (CV) for proposed professional staff.
- vii. Time schedule for professional personnel.
- viii. Activity (work) schedule.

TP FORM I - 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 you receive.

We remain,

Yours sincerely,

_____ [Authorized Signature]:

_____ [Name and Title of Signatory]

_____ [Name of Firm]

_____ [Address:]

TP FORM II (A) – FIRM'S ORGANIZATION

TP FORM II (B) - 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:		No. of Staff:
Address:		No of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (Kshs)
Name of Associated Consultants. If any:		No of Months of Professional Staff provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of project:		

Description of Actual Services Provided by Your Staff:

Firm's Name: _____

Name and title of signatory; _____

NOTE: Consultants to reproduce FORM IIB for each assignment done

TP FORM III - COMMENTS / SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND 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.

**TP FORM IV - DESCRIPTION OF THE METHODOLOGY AND
WORK PLAN FOR PERFORMING THE ASSIGNMENT**

- NOTE:** 1. Consultants may use additional paper if necessary
2. The Methodology and approach, which must demonstrate understanding of the Terms of Reference (ToR) for the assignment, may be submitted in form of descriptive reports, illustrations, drawings, specification notes, tables, graphs or any other format at the discretion of the Consultant

TP FORM V – CONSULTANT’S TEAM COMPOSITION AND TASK ASSIGNMENTS

FORM V (A) - Technical/Managerial Staff

Name	Position	Task

FORM V (B) - Support Staff

Name	Position	Task

TP FORM VI - FORMAT OF CURRICULUM VITAE 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 /Polytechnic 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.

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_____ Date: _____

[Signature of staff member]

_____ Date: _____

[Signature of authorized representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____

NOTE: The Form to be completed for every staff proposed for the assignment

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TP FORM VII - TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Weeks (in the Form of a Bar Chart)

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

Reports Due:

Activities Duration:

Signature:

(Authorized representative)

Full Name:

Title:

Address:

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TP FORM VIII - ACTIVITY (WORK) SCHEDULE

TP FORM VIII (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

10th

11th

12th

Activity (Work)													

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TP FORM VIII (B) - Completion and Submission of Reports

Reports

Date

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

SECTION D:- FINANCIAL PROPOSAL – STANDARD FORMS

Candidates are required to submit a proposed structure of fees chargeable for the Consultancy services showing detailed breakdown in accordance to the format specified in the 'Information to Consultants', paragraph 2.4 Financial Proposal. The Financial Proposal will be assessed on the basis of how realistic the fees structure looks and scores will be awarded to the Financial Proposals in accordance with the Information to Consultants Clause 2.8.4.

The Financial Proposal shall be submitted in accordance with the fee structure specified in the Conditions of Engagement and Scales of Fees for Professional Services for Building and Civil Engineering Works, Section 200, clause 208.01 where fees are to be paid on a time charge basis.

The Financial Proposal prepared and submitted by the candidates shall contain the following:

- (a) Submission Letter indicating the preferred fees structure
- (b) Summary of all elements of fees to be charged as per the fee structure
- (c) Breakdown / proportion of fees at the end of various stages of design development
- (d) Detailed rates of reimbursable expenses per item of expense
- (e) Any Miscellaneous expenses

Candidates who will have attained a combined total score of 75% on Technical Evaluation and Financial Evaluation will be considered for negotiations by the Polytechnic's Management starting with the one with the highest combined total score. In the event these negotiations do not culminate to an agreement the next candidate will be invited for negotiations and so on until an agreement is reached with a qualified candidate.

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FP FORM I - FINANCIAL PROPOSAL SUBMISSION FORM

[_____ Date]

To: Principal,
KABETE NATIONAL POLYTECHNIC.
P.O Box 29010-00625.
NAIROBI, KENYA

Dear Sir,

RE: FINANCIAL PROPOSAL FOR THE PROVISION OF BUILDING WORKS
CONSULTANCY SERVICES

We, the undersigned, offer to provide the _____ [*Title of consulting services*] consulting services for design, documentation and supervision of construction works for the Proposed in accordance with the terms of your Request for Proposal dated _____ [*Date*] and our Proposal.

Our attached Financial Proposal is for the sum of Ksh _____ [*figures*] _____ [*words*]. This sum is exclusive of Value Added Tax, VAT which we have estimated at Ksh _____ [*figures*] _____ [*words*].

Our Financial Proposal incorporating any modifications resulting from contract negotiations shall be binding upon us (and our associating firms) for a period of ninety (90) days from the date of this submission.

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

We remain,

Yours sincerely,

[Signature] _____ [*Authorized*]

[Name Signatory]

[Title of Signatory]

[Name of Firm]

[Address:]

FP FORM II – BREAKDOWN OF ESTIMATED PROFESSIONAL TIME INPUT SCHEDULE IN STAFF MONTHS

	Description of Task/Activity involved	Principal	Senior Consultant	Consultant eg	Assistant Consultant	Technician	Other	Other Expertise
		Consultant	†	Engineer	†		Expertise	e
		eg						
		Architect						
Activities for master plan								
1								
2								
3								
4								
5								
Activities for Environmental Impact Assessment								
1								
2								
3								
4								
5								
Activities for topographical surveying								
1								
2								
3								
4								
5								
	SUB – TOTAL							
	TOTAL STAFF MONTHS							

NOTE: 1. Design Team Co-ordination applies only for the Team leader

2. One staff month is equivalent to full time working for eight (8) hours a day for twenty two (22) days

FP FORM III – SUMMARY OF CHARGES (PROFESSIONAL FEES) PAYABLE FOR THE SERVICE

	PROFESSIONAL'S DESIGNATION	Staff Months	Monthly Rate (Ksh)	Total (Ksh)
1	Principal Consultant			
2	Senior Consultant			
3	Consultant			
4	Assistant Consultant			
5	Technician			
6	Other Experts			
7				
8				
	TOTAL PROFESSIONAL FEES PAYABLE			

FP FORM IV – SUMMARY OF ESTIMATED REIMBURSEMENT AND OUT OF POCKET EXPENDITURE

	DESCRIPTION OF ITEM	ESTIMATED COST (Kshs)
1.0	<u>Reimbursable Expenses</u>	
	1.1 Printing	
	1.2 Photocopying	
	1.3 Binding	
2.0	<u>Miscellaneous Expenses</u>	
	2.1 Special Test – specify	
	2.2 Photography	
	2.3 Preparation of Model (any)	
	2.4 Preparation of Official Brochures	
	2.5 Reproduction of official report	
	2.6 Etc. (specify)	
	TOTAL REIMBURSABLES AND OUT OF POCKET EXPENSES	

SECTION E: TERMS OF REFERENCE FOR MASTER PLAN

INTRODUCTION

KABETE NATIONAL POLYTECHNIC calls for Proposals for providing Profession Consultancy Services for Planning, Design and Master Plan for the institution.

1.1 BACKGROUND INFORMATION

Kabete National Polytechnic has a rich history that dates back to 1924 when the colonial government established it as a Native Industry Training Depot. Later it was converted to a recruitment barracks, a National Technical Secondary School and subsequently to a Technical Training Institute to offer Trade Test, Artisan, Certificate and Diploma programmes. Through a Polytechnic Order, the institution was upgraded to a National Polytechnic Status; now the Kabete National Polytechnic. It currently has an enrolment of over 13,500 students, 400 qualified lecturer and offers 36 Diploma programs, 15 Certificate courses and six artisan courses with accreditation by diverse examination bodies. The Institution is ISO 9001:2015 certified.

1.2 OBJECTIVES OF THE ASSIGNMENT

The objective of the consultancy is to facilitate completion of the project in the most economical way through cost effective designs and sound contract management that will minimize if not totally eliminate possible contractual disputes with the aim of delivering a project ready for use. In this respect, the Consultants shall endeavour to accurately determine the level of complexity of the work

1.3 SCOPE OF THE SERVICES – TECHNICAL PROPOSAL

In preparing their proposal, the Consultants shall demonstrate their understanding of the local situation, the problem to be solved, the objectives to be reached, the approach to be followed, the activities to be performed in the frame of the requested services and their ability to review the designs where necessary and to prepare the necessary details and documentation professionally, within the cost and time frame offered. The Consultants are encouraged to develop their own conceptual approach to fulfil the scope as detailed above.

The Consultants shall clearly describe the envisaged methodology to carry out the services, indicate the type of analysis envisaged, define important milestones for

Proposed Development of Land Use Master Plan

reporting and reviews and/or decision-making necessary and present a concise Works Program and Staffing schedules. On this basis, the Consultants shall suggest suitable schedule of activities, including co-ordination of activities with all parties involved and the linkages between them. This schedule shall serve as the monitoring instrument.

The applicant is expressly encouraged to review the ToR in a pragmatic manner and to find the right balance between the objectives of the project, architectural appropriateness, special conditions in the project area and functionality in relation to the implementation costs.

The duties of the Consultants during the assignment and professional fees thereof shall be as specified in the 'Conditions of Engagement and Scales of Fees for Professional Services for Building and Civil Engineering Works (1987)' Sections 100 and 200.

The works require an eligible multi-disciplinary team of experienced Architects / Planners, Land Surveyors and Environmental Management Experts to meet the demand of the works but also other technical key staff should have suitable experience and understanding of the consultancy. The Consultants' teams should include for long and short-term qualified and experienced experts and other staff.

The KABETE NATIONAL POLYTECHNIC Land use Master Plan will *inter alia* address the following matters:

- i. Planned growth of physical infrastructure and land use taking into account the planned programmes;
- ii. Comprehensive analysis of infrastructure: Transport networks, water, sanitation, communication and environmental systems;
- iii. Comprehensive analysis of existing architectural, structural, vehicular pedestrian circulation networks, sewerage and environmental systems;
- iv. Relationship with the planned and anticipated growth of Kabete Complex;
- v. Prepare designs that take into cognizance the land limitations and technology development;
- vi. The consultants shall thereafter draw and design a three dimensional comprehensive Master Plan (including a planning brief) covering the following

Proposed Development of Land Use Master Plan

proposed infrastructure projects:

- ❖ Anticipated expansion of academic programmes;
 - ❖ Anticipated increase in student and staff population;
 - ❖ Infrastructure requirements, associated infrastructure and other facilities such as internal road network, utilities services among others;
 - ❖ Land use planning, zonal planning and urban development associated with Higher Education facilities.

 - ❖ Special emphasis will be on:
 - strategic location of Administration spaces and library services in a multi-use complex,
 - Industrial, innovation and incubation spaces,
 - Resource centre for Hospitality training,
 - Playing fields and recreational spaces,
 - Students hostels for at least 1500 with female and male wings,
 - Engineering training complex
 - Spaces for urban Agriculture
 - And conservation of historically and Culturally important assets.
 - ❖ Institutions as provided for under the Physical and land use Planning Act (2019);
 - ❖ Role of the Polytechnic in realizing Vision 2030 objectives;
 - ❖ Investment plan consisting of short, medium and long term priorities, cost implications and financing options;
- vii. The consultants will recommend a phased programme of development that will ensure maximum economic benefit of these facilities. They will draw up a detailed plan to meet the requirements of the first phase of development covering the following:
- ❖ The detailed cost estimates for each of the proposed developments.
 - ❖ A detailed cost-benefit analysis of the proposed projects
 - ❖ The consultant will detail possible adverse environmental impacts and how to mitigate against the same.
- viii. Survey and re-establish Polytechnic boundary as per the title deed.

ix. Other deliverables will include:

- ❖ A digital colour map of the proposed land use master plan on two (2No) non-rewriteable compact disks in CAD (Computer Aided Design) compatible format such as "AUTOCAD" format. Including different layers for topography, physical features, existing facilities, future facilities, roads, utility and service routes and any other necessary information.
- ❖ Five (5No) A1 size coloured prints on white heavy gauge gloss paper
- ❖ Ten (10No) A3 size coloured prints on white heavy gauge gloss paper
- ❖ Five (5 No) A3 size coloured prints framed (varnished mahogany timber frames) for display.

1.4 CONSULTANCY SERVICES TO BE PROVIDED BY A SINGLE FIRM OF CONSULTANTS

The services for the Master Plan assignment shall be provided by a single firm as a consortium of all the required disciplines with the Architect or Planner as the lead

Consultant. Evaluation shall be done in accordance with the RFP on the basis of the consortium submitting the Proposal.

1.4.1 The Architect or Planner

The Architect, who shall also be the Lead Consultant, shall be expected to interpret the Client's requirements into a Master Plan concept, design to detail such a concept, co-ordinate and integrate any design work by other Consultants into his/her design.

The success of the Master Plan production project will depend largely on the effectiveness of interpretation of the Client's needs and co-ordination between the various experts required.

The duties of the Consultant during the assignment shall comprise, but not be limited to the activities described in the following tasks,

- i. Preparatory works and brief review including the evaluation of the Client's needs;
- ii. Site surveys and preparation of status reports;
- iii. Detailed designs and Calculations where applicable

The duties and responsibilities of the Consultant shall be as stated in Clauses 301.01, 301.02, 301.03 and 301.03 of the Conditions of Engagement and Scales of fees for Professional Services for Building and Civil Engineering Works.

1.4.2 The Land Surveyor (Geomantic Engineer)

The Consultant shall collect data, interpret them and transform them through measurements and calculations into a form that can be set out on the ground to guide the works. He shall be responsible for establishing controls to be used for setting out and eventual control of the works as listed below:

- i. Show the general topography of the site in relation to proposed activities
- ii. Preparation of topographical map for the whole site with contours at appropriate scale.

The duties and responsibilities of the Consultants during the assignment shall be as outlined in the 'Practicing Guidelines for No-Title Surveys, 2006 Edition' and the 'Survey Act cap. 299'.

1.4.3 The Environmental Management Expert

The Consultant shall be responsible for conducting an Environmental impact Assessment Audit for the project, preparing an EIA Project Report for submission to National Environmental management authority (NEMA) for subsequent issuance of the EIA Licence and the specific objectives, among others, shall be:

- i. A concise review and description of the National Environmental Legislative and Regulatory framework as pertains to the client's intended activities.
- ii. Environmental effects of the project including socio-cultural effects and the direct, indirect, cumulative, irreversible and the anticipated short-term and long-term effects.
- iii. To review the performance of KABETE NATIONAL POLYTECHNIC in environmental management and mitigation measures into the operation of the project and make practical recommendation for improving performance.
- iv. An environmental management plan encompassing the measures for eliminating, minimizing and/or mitigating adverse impacts on the environment including the cost, time frame and responsibility to implement the measures.
- v. To ensure and record compliance monitoring based on developed screening checklist, environmental management and monitoring plans.
- vi. To identify cumulative effects resulting from various activities within the provision of an action plan for the prevention and management of foreseeable accidents and hazardous activities in the cause of carrying out the development projects.

The duties and responsibilities of the Consultants during the assignment shall be as outlined by the Environmental Management and Coordination Act (EMCA).

1.5 REPORTING AND TIME SCHEDULE

	Report	Time
1	Inception Stage Report	
2	Preliminary Scheme Design Stage	
3	Submit draft master plan for approval	
4	Incorporate comments	
5	Final Master Plan	

In preparing this offer, the tenderer shall assume an approval time of two (2) weeks for the Preliminary Design Report and all special project reports and of one (1) week for all other documents which need the consent of the Client. All drawings forming part of the reports shall be reproduced in a reduced scale and presented in A3 format. Nevertheless, the original drawings shall be prepared in an appropriate format (A0, A1) and submitted in two copies to the Client.

All reports and drawings shall be submitted in a digitalized format, compatible with Microsoft Office, ArchiCAD version 12 and AutoCAD 2007 or a higher version or any other applicable software.

All reports shall be submitted in English language.

1.6 TERMS OF PAYMENT

Mode of Payments shall be in accordance with the Financial Proposal.

SECTION F: STANDARD FORMS OF CONTRACT

Special Notes

1. **The Lump-Sum price is arrived at on the basis of inputs – including rates – provided by the Consultant. The Client agrees to pay the Consultant according to a schedule of payments linked to the delivery of certain outputs, usually reports. Lump-sum contracts have the simplicity of administration, the Client having only to be satisfied with the outputs without monitoring the staff inputs and should be used for large Assignments in for example Design; Engineering; Supervision and Management Services; Master plans; Economic and Feasibility studies; and Surveys.**

2. **The Contract includes four parts: Form of Contract, the General Conditions of Contract, the Special Conditions of Contract and the Appendices. The Client using this standard contract should not alter the General Conditions. Any adjustment to meet any specific project features should be made only in the Special Conditions.**

CONTRACT FOR CONSULTANT'S SERVICES

Large Assignments (Lump-Sum Payments)

between

[name of the Client]

AND

[name of the Consultant]

Dated: _____ *[date]*

I. FORM OF CONTRACT

Large Assignments (Lump-Sum Payments)

This Agreement (hereinafter called the "Contract") is made the _____)day of the month of

_____ [month], [year], between _____,
[name of

client] of [or whose registered office is situated at

] _____ [location of office] (hereinafter called
the

"Client") of the one part AND

_____ [name of consultant] of [or whose
registered

office is situated at]

_____ [location

of office](hereinafter called the "Consultant") of the other part.

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that he has the required professional skills and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices: *[Note: If any of these Appendices are not used, they should be deleted from the list]*
 - Appendix A: Description of the Services
 - Appendix B: Reporting Requirements
 - Appendix C: Key Personnel and Sub-consultants
 - Appendix D: Breakdown of Contract Price in Foreign Currency
 - Appendix E: Breakdown of Contract Price in Local Currency
 - Appendix F: Services and Facilities Provided by the Client

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:
- (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) The Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of _____ *[name of client]*

[full name of Client's

authorised representative _____

[title] _____

[signature] _____

[date] _____

For and on behalf of _____ *[name of consultant]*

[full name of Consultant's

authorized representative] _____

[title] _____

[signature] _____

[date] _____

4 SPECIAL CONDITIONS OF CONTRACT

Number of Clause GC Amendments of and Supplements to Clauses in the
General Conditions of Contract

1.1(i) **The Member in Charge is** _____ *[name of Member]*

1.4 **The addresses are:**

Client: _____

Attention: _____

Telephone
: _____

Telex; _____

Facsimile: _____

Consultant: _____

Attention: _____

Telephone; _____

Telex: _____

Facsimile: _____

1.6 **The Authorized Representatives are:**

For the Client: _____

For the Consultant: _____

2.1 The date on which this Contract shall come into effect

is(_____) [date].

Note: The date may be specified by reference to conditions of effectiveness of the Contract, such as receipt by Consultants of advance payment and by

Client of bank guarantee

2.2 The date for the commencement of Services is _____ [date]

2.3 The period shall be _____ [length of time].

Note: Fill in the period, eg, twenty-four (24) months or such other period

as the Parties may agree in writing.

3.4 The risks and coverage shall be:

(i) Professional Liability _____

Loss of or damage to equipment and property

6.2(a) (ii) _____
The amount in foreign currency or currencies is _____
[Insert

amount].

6.2(b) The amount in local Currency is _____ *[Insert*
amount]

6.4 Payments shall be made according to the following schedule:
Note: (a) This sample Clause should be specifically drafted for each

Contract and the following instalments are indicative only;

(b) if the payment of foreign currency and of local currency does not follow the same schedule, add a separate schedule for payment in local currency; and (c) if applicable, detail further the nature of the report evidencing performance, as may be required, e.g., submission of study or specific phase of study, survey, drawings, draft bidding documents, etc., as listed in Appendix B, Reporting Requirements.

- Ten (10) per cent of the lump-sum amount will become payable upon submission of the inception report.
- Twenty-five (25) per cent of the lump-sum amount will become payable upon submission of the interim report.
- Twenty-five (25) per cent of the lump-sum amount will become payable upon submission of the draft final report.
- Twenty (20) per cent of the lump- sum amount will become payable upon approval of the final report
- 30 per cent after submission of the final report.

7.0 Clause 7 of the general conditions of contract is amended to read:

Any dispute between the Parties as to matters arising pursuant to this Contract

**Proposed Development of Land Use Master Plan
that cannot be settled amicably within thirty (30) days after
receipt by one Party of**

**the other Party's request for such amicable settlement may
be referred by either**

Party to competent courts of law for determination.

Appendices

APPENDIX A – DESCRIPTION OF THE SERVICES

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

APPENDIX B – REPORTING REQUIREMENTS

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

APPENDIX C– KEY PERSONNEL AND SUBCONSULTANTS

**Titles [and names, if already available], detailed job
List under: C-1 descriptions
and minimum qualifications of Personnel and staff-
months for each.**

**C-2 List of approved Sub-consultants (if already available);
same information with respect to their Personnel as in C-1.**

APPENDIX D – BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

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

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).**
- 2. Reimbursable expenditures.**

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

APPENDIX E – BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

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

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1. **Monthly rates for Personnel (Key Personnel and other Personnel)**
2. **Reimbursable expenditures.**

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

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APPENDIX F – SERVICES AND FACILITIES PROVIDED BY THE CLIENT