

UASIN-GISHU COUNTY ASSEMBLY



REQUEST FOR PROPOSAL (RFP)

FOR

BUILDING CONSULTANCY SERVICES/ CONSORTIUM FOR ARCHITECTURAL, QUANTITY SURVEYING (QS) ,CIVIL/STRUCTURAL,ELECTRICAL/MECHANICAL ENGINEERING SERVICES FOR THE PROPOSED COUNTY ASSEMBLY CHAMBERS AND ULTRA-MODERN OFFICE BLOCK.

TENDER NO. UGCA/RFP/O23/2017/2018

Proposal Release Date: **Friday 5th January, 2018**

Proposal Closing Date: **Friday 26th January, 2018 at 10:00 A.M**

ADDENDUM II (Issued Wednesday 17th January, 2018)

EXTENSION OF CLOSING DATE TO: WEDNESDAY 31ST JANUARY, 2018

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SECTION I - LETTER OF INVITATION

The County Assembly of Uasin gishu

P.O. BOX 100 - 30100

Eldoret, Kenya

Date: 5th January, 2018

To: All Interested Consultants

Dear Sir/Madam

**RE: Building Consultancy Services/ Consortium For Architectural, Quantity Surveying (Qs)
,Civil/Structural,Electrical/Mechanical Engineering Services For The Proposed County
Assembly Chambers And Ultra-Modern Office Block.**

Addendum II

ATTENTION:

- i. **Change of tender document on Technical Proposal page 7 number 2.3.4
Section VII, viii and x**
- ii. **Change in Evaluation criteria of technical proposal maximum weight
percentages. Page 9 and 10**

1.1 Uasin Gishu County Assembly invites proposals for **Building consultancy services for architectural, quantity surveying, (QS), civil/structural, electrical/ mechanical engineering services for the proposed county assembly chambers and an ultra-modern office block**

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

- | | |
|-------------|--|
| Section I | - Letter of invitation |
| Section II | - Information to consultants
-Appendix to Consultants information |
| Section III | - Terms of Reference |
| Section IV | - Technical proposals |
| Section VI | - Standard Contract Form |

1.4 This Request for Proposal is open to all interested Consultant Firms.

Yours faithfully

**Clerk
UASIN-GISHU COUNTY ASSEMBLY**

SECTION II – INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

2.1.1 The UASIN-GISHU COUNTY ASSEMBLY named the Appendix to “ITC” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the UASIN-GISHU COUNTY ASSEMBLY in the Appendix.

2.1.2 The consultants are invited to submit a **Technical Proposal and Financial Proposal**, as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix.

The Financial proposal must be in line with the Ministry of Public Works **CONDITIONS OF ENGAGEMENT AND SCALE OF FEES FOR PROFESSIONAL SERVICES FOR BUILDING WORKS AND/ OR AS PER CHAPTER 525 OF THE ARCHITECTS AND QUANTITY SURVEYORS ACT AND CHAPTER 530 OF THE ENGINEERS ACT” WITH ANY AMENDMENTS THERETO. UASIN-GISHU COUNTY ASSEMBLY INTENDS TO USE THOSE SCALES OF FEES AS A BASIS OF NEGOTIATION**

The highest ranked firm of the technical proposal shall be invited for negotiation on their financial proposal 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 UASIN-GISHU COUNTY ASSEMBLY regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference. Consultants should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre- proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

2.1.4 The UASIN-GISHU COUNTY ASSEMBLY will provide the inputs specified in the Appendix “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.

2.1.5 ***Please note that:***

- i. The costs of preparing the proposal and of negotiating the Contract, including any visit to the UASIN-GISHU COUNTY ASSEMBLY are not reimbursable as a direct cost of the assignment; and***
- ii. The UASIN-GISHU COUNTY ASSEMBLY is not bound to accept any of the proposals submitted.***

2.1.6 The UASIN-GISHU COUNTY ASSEMBLY’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.

2.1.7 The tender document is downloaded free from our website. www.ugcountyassembly.or.ke

2.1.8 The UASIN-GISHU COUNTY ASSEMBLY shall allow the tenderer to review the tender document free of charge before purchase.

2.2 Clarification and Amendment of RFP Documents

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

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

2.3 Preparation of Technical Proposal

2.3.1 The Consultants proposal shall be written in English language

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

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

- i. *If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. CONSULTANTS SHALL NOT ASSOCIATE WITH THE OTHER CONSULTANTS INVITED FOR THIS ASSIGNMENT. Any firms associating in contravention of this requirement shall automatically be disqualified.*
- ii. *For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.*
- iii. *It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or has an extended and stable working relationship with it.*
- iv. *Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.*
- v. *Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.*

- 2.3.4 The Technical Proposal shall provide the following information using the attached Standard Forms:
- i. A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate inter alia, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
 - ii. Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the UASIN-GISHU COUNTY ASSEMBLY.
 - iii. A description of the methodology and work plan for performing the assignment.
 - iv. The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
 - v. CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments as indicated in the **Evaluation Criteria**.
 - vi. Estimates of the total staff input (professional and support staff, staff time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- 2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of the Financial Proposal

- 2.4.1 While preparing the financial proposal the consultants must take into consideration the Scale of fees as per **Chapter 525 of the Architects and Quantity Surveyors Act and Chapter 530 of the Engineers Act**
- 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 UASIN-GISHU COUNTY ASSEMBLY will make his best effort to complete negotiations within this period. If the UASIN-GISHU COUNTY ASSEMBLY wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

2.5 Submission, Receipt, and Opening of Proposals

- 2.5.1 The original proposals (Technical Proposal and 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 authorized to sign the proposals.

2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix "A". Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

2.5.3 The original and all copies of the Technical shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL**". Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix "ITC" and is clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**"

2.5.4 The completed Technical and Financial Proposals must be addressed to the **Clerk UASIN-GISHU COUNTY ASSEMBLY** P.O. Box 100 - 30100, ELDORET. And deposited into tender box at the main entrance **on or before Wednesday 31st January 2018 at 10:00 A.M** as stated in the Appendix "ITC". Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.

2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee.

2.6 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 UASIN-GISHU COUNTY ASSEMBLY on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix "ITC". Any effort by the firm to influence the UASIN-GISHU COUNTY ASSEMBLY in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant's proposal.

2.7 Evaluation Criteria of Technical Proposal

2.7.1 The bidder must provide certified copies of the following Mandatory Requirements.

- i. Copy of certificate of incorporation/ registration.
- ii. Copy of valid Business Permit.
- iii. Copy of current valid Tax compliance Certificate.
- iv. Copy of VAT and PIN certificate.
- v. Certification by relevant registration Body.

A proposal shall be rejected at this stage if it does not meet the above Mandatory requirements

2.7.2 The evaluation committee appointed by the UASIN-GISHU COUNTY ASSEMBLY shall evaluate the proposals on the

Basis of their responsiveness to the Terms of Reference, applying the **evaluation criteria as follows:**

Bidding Firm's Name				
	Evaluation Criteria	Maximum Weight (%)	Justification/Comments and Section/Page Covered in the proposal	Score
TS 1	Firms experience	30		
	The Consortium Firm must have worked together for at least one Project of similar works.(5 points)			
	5 projects of similar works corporate clients prorated-20 points(Projects in Uasin Gishu will be of added advantage)			
TS 2	Lead consultant qualification & Experience-Architect	15		
	10 years experience –as a registered Architect -5 points-			
TS 3	Composition of other team members			

	Lead Quantity Surveyor 10 years experience in similar works- 5points Resident of Uasin Gishu (3points)	10		
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	Licensed Land Surveyor 10 years Experienced points(5points) Resident of Uasin Gishu (3points)	10		
	Lead Civil/Structural Engineer 10 years experience similar works-5 points	7		
	Lead Electrical Engineer 10 years experience similar works.-5 points	7		
	Lead Mechanical Engineer 10 years experience similar works-5points	7		
	Lead Environmental Designer 6 years of experience-5 points	7		
TS 4	Methodology to be applied in the assignment	7		
Total Maximum (TS)		100		

The points shall be prorated

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 the Appendix “ITC”.

2.8 Financial Proposal-Public Opening and Evaluation.

- 2.8.1 After Technical Proposal evaluation , the UASIN-GISHU COUNTY ASSEMBLY 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 UASIN-GISHU COUNTY ASSEMBLY shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for financial opening.
- 2.8.2 The execution of the consultancy shall be negotiated in accordance with the Ministry of Public Works „**CONDITIONS OF ENGAGEMENT AND SCALE OF FEES FOR PROFESSIONAL SERVICES FOR BUILDING WORKS AND/ OR AS PER CHAPTER 525 OF THE ARCHITECTS AND QUANTITY SURVEYORS ACT AND CHAPTER 530 OF THE ENGINEERS ACT“ WITH ANY AMENDMENTS THERETO**
- The firm achieving the highest technical 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 UASIN-GISHU COUNTY ASSEMBLY 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 UASIN-GISHU COUNTY ASSEMBLY” indicated in the Appendix “ITC”. The aim is to reach agreement on all points and sign a contract.
- 2.9.2 Negotiations will include a discussion of the following;
- (a) Technical Proposal,-Preliminary Designs/Sketches and Bill of Quantities for specified works to commenced immediately.
 - (b) The Master Plan
 - (c) The proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference.
 - (d) The UASIN-GISHU COUNTY ASSEMBLY 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.
 - (e) The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract.

- (f) 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 UASIN-GISHU COUNTY ASSEMBLY 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 UASIN-GISHU COUNTY ASSEMBLY expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the UASIN-GISHU COUNTY ASSEMBLY will require assurances that the experts will be actually available. The UASIN-GISHU COUNTY ASSEMBLY 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 UASIN-GISHU COUNTY ASSEMBLY and the selected firm will initial the agreed Contract. If negotiations fail, the UASIN-GISHU COUNTY ASSEMBLY will invite the firm whose proposal received the second highest score to negotiate a contract.
- 2.9.6 The UASIN-GISHU COUNTY ASSEMBLY 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 UASIN-GISHU COUNTY ASSEMBLY will promptly notify other consultants on the shortlist that they were unsuccessful.
- 2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix "A".
- 2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.10.4 The UASIN-GISHU COUNTY ASSEMBLY 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 UASIN-GISHU COUNTY ASSEMBLY 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 UASIN-GISHU COUNTY ASSEMBLY 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 UASIN-GISHU COUNTY ASSEMBLY 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.

2.13 Eligibility

Only eligible to companies that are registered in Kenya.

APPENDIX TO INFORMATION TO CONSULTANTS

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

Clause Reference

2.1 The name of the Client is:

**Clerk
UASIN-GISHU COUNTY ASSEMBLY
P. O. Box 100-30100,
Eldoret
Kenya
Telephone: + 254- 053 2062077
Email: info@ugcountyassembly.or.ke
Website: www.ugcountyassembly.or.ke**

- ii. The method of selection is: **LEAST COST SELECTION (LCS)**
The quality of the proposal considered, lowest financial proposal of those qualified selected
- iii. **TECHNICAL and FINANCIAL PROPOSAL IS REQUESTED.**
- iv. The name, objectives, and description of the assignment are: **Building Consortium engineer's Design for;**
 - a) **Architectural**
 - b) **Quantity Surveying**
 - c) **Civil/Structural**
 - d) **Electrical/Mechanical Engineering Services**
 - e) **Landscape Architecture**
 - f) **Environmental Impact Assessment**
 - g) **Licensed Land Surveyor**
- x. The name(s), address (es) and telephone numbers of the UASIN-GISHU COUNTY ASSEMBLY's official(s) are:
 - Name:** UASIN-GISHU COUNTY ASSEMBLY
 - Physical Location:** UGANDA ROAD, ELDORET
 - Address:** P O Box 100 - 30100 Eldoret, Kenya
 - Phone:** + 254- 053 2062077
 - Fax:**
 - Website:** www.ugcountyassembly.or.ke
 - Email:** info@ugcountyassembly.or.ke
- xi. UASIN-GISHU COUNTY ASSEMBLY will provide the following inputs: **Clarification of any enquiries from Clerk to County Assembly.**

- vii. The expected professional experience required for the assignments are as shown in the table below; who must be registered with their respective Statutory Registration Professional Boards.

S.No.	Profession	Experience of At least
1.	Lead Architect	Twelve (10) years
2.	Lead Quantity Surveyor	Ten (10) years
3.	Lead Civil/Structural Engineer	Ten (10) years
4.	Lead Electrical Engineer	Ten (10) years
5.	Lead Mechanical Engineer	Ten (10) years
7.	Lead Environmental Designer	Six (6) years of environmental impact assessment
8	Licensed Land Surveyor	10 years Experienced

The bidders must demonstrate experience in five (5) works or projects they have undertaken in the past of similar nature and size and preferably within Kenya

The bidder should give a list of major items or equipment's which they have and intend to use in this project.

The bidder should give the certified copies of audited bank statements for preceding one (1) year to the last accounting period(2017).

Consultants must submit original and **1 additional copy** of the proposal.

- i. The proposal submission address is:

**THE CLERK
UASIN-GISHU COUNTY ASSEMBLY
UGANDA ROAD
P O BOX 100-30100,
ELDORET, KENYA**

- ix. Proposals must be submitted not later than Wednesday 31st January, 2018 **at 10.00 a.m**

- x. The address to send information to the UASIN-GISHU COUNTY ASSEMBLY is:

**THE CLERK
UASIN-GISHU COUNTY ASSEMBLY
UGANDA ROAD
P O BOX 100-30100,
ELDORET, KENYA**

- xi. The minimum technical score required to pass is: **70%**

- i. The weights given to the Technical Proposal is:
TECHNICAL SCORE = 100%**
- xii. The assignment (Construction Works) is expected to commence on **February, 2018.**
- xiv. Pre-proposal conference and Site Visit: **PRE-PROPOSAL CONFERENCE WILL BE HELD ON 11TH JANUARY 2018 AT THE COUNTY ASSEMBLY COMMITTEE ROOM AT 10.00AM AND THEREAFTER SITE VISITS WILL BE CONDUCTED ON THE SAME DAY.**

APPENDIX II - CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give particulars as indicated the form below. You are advised that it is a serious offence to give false information on this form.

<p>C. QUESTIONNAIRE FORM</p> <p>BIDDER'S NAME:</p> <p>REGISTRATION NO:</p> <p>POSTAL ADDRESS:</p> <p>PHYSICAL ADDRESS:</p> <p>TELEPHONE NO:</p> <p>Email:</p> <p>OFFICE:</p> <p>CELL PHONE NO:</p> <p>DATE: SIGNATURE OF BIDDER</p> <p>STAMP</p>

SECTION III: - TERMS OF REFERENCE
TERMS OF REFERENCE & SPECIFICATIONS FOR BUILDING CONSULTANCY
SERVICES FOR THE PROPOSED DEVELOPMENT OF THE ASSEMBLY PLOT NO.
L. R. NO. BLOCK 10 OPPOSITE SLAUGHTER HOUSE AT ELDORET

THE PROPOSED ASSEMBLY HEADQUARTERS DEVELOPMENTS
TERMS OF REFERENCE

1.1 Shared vision

To be the most attractive, competitive and resilient county that affords the highest standard of living and security for all its residents.

1.2 Mission

To transform the livelihoods of Uasin Gishu County residents by creating a conducive framework that offers quality services to all citizens in a fair, equitable and transparent manner by embracing community managed development initiatives for environmental sustainability, adaptable technologies, innovation and entrepreneurship in all spheres of life.

The information below is not intended to be a brief for design but to guide consultants on the projects to submit.

Objectives of the Consultancy & Design

UASIN-GISHU COUNTY ASSEMBLY owns the following plot located in Eldoret.
L.R .No. Block 10 opposite Slaughter house Located at Eldoret town and measuring 3 acre

UASIN-GISHU COUNTY ASSEMBLY wishes to develop the plot in the most optimal way by:

1. **Development of a master plan**
2. **Coming up with drawings and bill of Quantities for Ultra Modern Assembly and office block**
3. **Develop the Ultra Modern Assembly and office block**
4. **Landscaping, Internal roads, parking shades and signage**

Tasks of the Assignment.

The Assembly seeks the services of a Consortium led by an Architectural firm to spearhead these projects.

The consortium will be required to:

- **Facilitate and develop the preliminary designs of the Master Plan for the Proposed Headquarters**
- **Facilitate in the Acquisition of the title and change of land use**
- **Provide detailed drawings/ specifications and Bills of Quantities for the proposed Administration – Phase one only and supervise the construction works from inception stage to the issuance of the certificate of making good defects.**
- **More details provided below under scope of the assignment.**

The Consortium will assist **UASIN-GISHU COUNTY ASSEMBLY** in achieving the product within the constraints of time, budget and cost.

NOTE: UASIN-GISHU COUNTY ASSEMBLY seeks one consortium only

The execution of the consultancy shall be in accordance with the Ministry of Public Works „**CONDITIONS OF ENGAGEMENT AND SCALE OF FEES FOR PROFESSIONAL SERVICES FOR BUILDING WORKS 1987 EDITION**“ AND/ OR AS PER **CHAPTER 525 OF THE ARCHITECTS AND QUANTITY SURVEYORS ACT AND CHAPTER 530 OF THE ENGINEERS ACT**“ WITH ANY AMENDMENTS THERETO

SCOPE OF THE ASSIGNMENT

This assignment is in respect to:

L.R .No. Block 10 opposite Slaughter house Located at Eldoret town and measuring 3 acre

The UASIN-GISHU COUNTY ASSEMBLY invites consortium firms to submit technical and financial proposals. The winning consortium will enter into a contract in accordance with Procedures set out in the **PUBLIC PROCUREMENT AND DISPOSAL ACT, 2015 AND THE REGULATIONS OF 2006**

CONDITIONS OF ENGAGEMENT AND SCALE OF FEES FOR PROFESSIONAL SERVICES FOR BUILDING WORKS 1987 EDITION“ AND/ OR AS PER CHAPTER 525 OF THE ARCHITECTS AND QUANTITY SURVEYORS ACT AND CHAPTER 530 OF THE ENGINEERS ACT“ WITH ANY AMENDMENTS THERETO to provide comprehensive design solutions that will include; Architectural, Quantity Surveying, Structural, Civil, Electrical, Mechanical, Environmental Impact Assessor and physical planning services.

THE CONSORTIUM WILL BE EXPECTED TO PROVIDE THE FOLLOWING SERVICES:

(i) Architectural Services

- (a) As provided for under Clause 301 – Schedule of duties for normal Architectural services contained in the First Edition (1987) of Conditions of Engagement and Scale of Fees for Professional Services for Building and Civil Engineering Works (Part I – Building Works) prepared by the Ministry of Works.
- (b) Request for change of User for the respective plot will be co-ordinated by the Architect as well as Identification of survey beacons for the plots and any Topo Surveys if required. Any requirement in so far as the environmental laws will also be coordinated by the architect. The UASIN-GISHU COUNTY ASSEMBLY shall pay any fees due to the local Assembly directly.
- (c) Any additional services that may be required authorized and approved by the UASIN-GISHU COUNTY ASSEMBLY.

(ii) Quantity Surveying Services

- (a) As provided for under Clause 401 – Schedule of duties for normal Quantity Surveying services as contained in the First Edition (1987) of Conditions of Engagement and Scale of Fees for Professional Services for Building and Civil Engineering Works (Part I – Building Works) prepared by the Ministry of Works. All Bills of Quantities for the works shall be prepared by the Quantity Surveyor.
- (b) Any additional services that may be required authorized and approved by the UASIN-GISHU COUNTY ASSEMBLY.

(iii) Structural & Civil Engineering Services

- (a) As provided for under Clause 601 – Schedule of duties for normal Structural Engineering Services, and Clause 701 - Schedule of duties for normal Civil Engineering Services related to Building Works) prepared by the Ministry of Works.
- (b) Any additional services that may be required authorized and approved by the UASIN-GISHU COUNTY ASSEMBLY.

(iv) Mechanical & Electrical Engineering Services

- (a) As provided for under Clause 501 – Schedule of duties for normal Mechanical and Electrical Engineering Services as contained in the First Edition (1987) of Conditions of Engagement and Scale of Fees for Professional Services for Building and Civil Engineering Works (Part I – Building Works) prepared by the Ministry of Works.
- (b) Any additional services that may be required authorized and approved by the UASIN-GISHU COUNTY ASSEMBLY.

REPORTS AND TIME SCHEDULE

The Consortium shall be expected to submit the following reports to the UASIN-GISHU COUNTY ASSEMBLY or his representative during the performance of the assignment.

Submission of the Proposals

- Preliminary sketch designs and associated cost estimates for the all Works

Pre-Contract Stage (Design stage)

- Preliminary sketch designs and associated cost estimates.
- Approved final design drawings and amended cost estimates

- Liaise with the Assembly Procurement Section in the preparation of the Tender documents comprising approved drawings, bills of quantities for main works and specialist works.
- Priced bills of quantities for main works and relevant specialist works
- Report for major phases.

Contract Stage (Tender stage)

- Main Contract and Sub – Contract documents duly prepared
- Main Contract and Sub-Contract Agreements and Conditions of
- Contract for signature by the parties and the necessary copies upon signing.
- Priced bills of quantities for outstanding specialist works.
- Quarterly Reports on Post Contract Stage.
- Site handing over report.

Post-contract stage (Construction stage)

- Monthly progress reports
- Site inspections reports
- Minutes of site meetings
- Periodic Financial Appraisals
- Periodic cash flow projections
- Interim valuations and payment certificates to Main Contractor, Sub-Contractors
- Practical Completion Certificates
- Testing and commissioning reports
- Site handing over report
- Certificate of Making Good Defects
- Final Account
- As - built drawings
- Statutory approvals
- Operation and maintenance manuals
- Any warranties or guarantees from suppliers

DATA, SERVICES, PERSONNEL AND FACILITIES TO BE PROVIDED BY THE UASIN-GISHU COUNTY ASSEMBLY

- Available site data.
- Project brief.
- Any other useful information available.

TERMS OF PAYMENT

Terms of payments shall be as per the „**CONDITIONS OF ENGAGEMENT AND SCALES OF FEES FOR PROFESSIONAL SERVICES FOR BUILDING AND CIVIL ENGINEERING WORKS, FIRST EDITION (1987) PART I – BUILDING WORKS AND AMENDMENTS THERETO PREPARED BY THE MINISTRY OF PUBLIC WORKS” AND/OR AS PER CHAPTER 525 OF THE ARCHITECTS AND QUANTITY**

SURVEYORS ACT AND CHAPTER 530 OF THE ENGINEERS ACT" WITH ANY AMENDMENTS THERETO

Interested firms must provide a statement of capability indicating that they are qualified to perform the service.

PAYMENTS TO THE CONSORTIUM

The Consultants remuneration shall be as per the Negotiation based on the Financial proposal and Conditions of Engagement and Scales of Fees for Professional Services for Building and Civil Engineering Works, First Edition (1987) Part I – Building Works and amendments thereto prepared by the Ministry of Public Works and/or as per chapter 525 of the architects and quantity surveyors act and chapter 530 of the engineers act' with any amendments thereto

Payments to the consultants shall be in Kenya Shillings.

Payment for Additional Services. For the purposes of determining the remuneration due for additional Services may be agreed under Clause 2.4, the amounts payable shall be determined as per the Conditions of Engagement and Scales of Fees for Professional Services for Building and Civil Engineering Works, First Edition (1987) Part I – Building Works and amendments thereto prepared by the Ministry of Public Works and/or as per chapter 525 of the architects and quantity surveyors act and chapter 530 of the engineers act' with any amendments thereto

Payments will be made to the account of the Consultant and according to the payment schedule stated in Conditions of Engagement and Scales of Fees for Professional Services for Building and Civil Engineering Works, First Edition (1987) Part I – Building Works and amendments thereto prepared by the Ministry of Public Works. All payments shall be made after the conditions for such payment have been met and the Consultant has submitted an invoice to the UASIN-GISHU COUNTY ASSEMBLY specifying the amount due.

SECTION IV: - TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

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

SECTION IV: - TECHNICAL PROPOSAL

3.1 TECHNICAL PROPOSAL SUBMISSION FORM

[_____ Date]
OFFICE OF THE CLERK
UASIN-GISHU COUNTY ASSEMBLY
CLERK OFFICE
HOSPITAL ROAD
P O BOX 100-30100,
ELDORET, KENYA

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for (state your professional services) for the proposed residential properties on L. R. NO.

Request for Proposal dated _____ [Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical 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]:

3.2. 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.

Assignment Name:		Country
Location within Country:		Professional Staff provided by Your Firm/Entity(profiles):
Name of Client:		UASIN-GISHU COUNTY ASSEMBLY's contact person for the assignment
Address:		No of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of projects (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; _____

3.3. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE UASIN-GISHU COUNTY ASSEMBLY.

On the Terms of Reference:

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

On the data, services and facilities to be provided by the UASIN-GISHU COUNTY ASSEMBLY:

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

3.4 DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

3.5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

3.6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____

Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

_____ Date: _____

[Signature of staff member]

_____ Date: _____

[Signature of authorized representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____

3.7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Months (in the Form of a Bar Chart)

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

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

3.8. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

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

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

SECTION V: - FINANCIAL PROPOSAL

5.0 PREPARATION OF FINANCIAL PROPOSAL

The Financial proposal prepared by the consultant should list the costs associated with the assignment. The costs should be broken down to be clearly understood by the UASIN-GISHU COUNTY ASSEMBLY.

The financial proposal shall be in Kenya Shillings

The financial proposal should be prepared using the Standard forms provided in this part

5.1 FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of UASIN-GISHU COUNTY ASSEMBLY]

Ladies/Gentlemen

We, the undersigned, offer to provide the consulting services for (_____) *[Title of consulting services]* in accordance with your Request for Proposal dated (_____) *[Date]* and our Proposal. Our attached Financial Proposal is for the sum of (_____) *[Amount in words and figures]* inclusive of the taxes.

We remain,

Yours sincerely,

_____ [Authorized Signature]

_____ [Name and Title of Signatory]:

_____ [Name of Firm]

_____ [Address]

5.2 SUMMARY OF COSTS

Cost	Currency(ies)	Amount(s)
Subtotal		
Taxes		
Total Amount of Financial Proposal		

5.3 BREAKDOWN OF PRICE PER ACTIVITY

Activity NO.: _____	Description: _____
Price Component	Amount(s)
Remuneration	
Reimbursables	
Miscellaneous Expenses	
Subtotal	_____

5.4 BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____		Name: _____		
Names	Position	Input (Staff months, days or hours as appropriate.)	Remuneration Rate	Amount
Regular staff (i) (ii)				
Consultants				
Grand Total				_____

5.5 REIMBURSABLES PER ACTIVITY

Activity No: _____ Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Air travel	Trip			
2.	Road travel	Kms			
3.	Rail travel	Kms			
4.	Subsistence Allowance	Day			
	Grand Total				

5.6 MISCELLANEOUS EXPENSES

Activity No. _____ Activity Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs _____ _____				
2.	(telephone, telegram, telex) Drafting, reproduction of reports				
3.	Equipment: computers etc. Software				
4.	Grand Total				_____

SECTION VI: CONTRACT FOR CONSULTING SERVICES

(Large Assignments)

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Special Notes

1. The UASIN-GISHU COUNTY ASSEMBLY agrees to pay the Consultants following delivery of certain outputs as per the reporting requirements in the contract.

2. The Contract includes four parts:
 - i. Form of Contract
 - ii. General Conditions of Contract
 - iii. Special Conditions of Contract
 - iv. Appendices.

CONTRACT FOR CONSULTANCY SERVICES

Between

UASIN GISHU COUNTY ASSEMBLY (CLIENT)

AND

[Name of the Consortium]

Dated: _____ [date]

I. FORM OF CONTRACT (Large Assignments)

This Agreement (hereinafter called the “Contract”) is made the _____ day

of _____ [month], _____ [year],

between _____

[name of UASIN-GISHU COUNTY ASSEMBLY] of _____
(Postal Address) whose registered office is Situated at _____

[location of office] (Hereinafter called the “UASIN-GISHU COUNTY ASSEMBLY”) of the one part

AND

_____ [Name of consultant] of
_____ (Postal Address), whose registered office is situated at
_____ [location of
office] (Hereinafter called the “Consultant”) of the other part.

WHEREAS

(a) The UASIN-GISHU COUNTY ASSEMBLY 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 presented to the UASIN-GISHU COUNTY ASSEMBLY that he has the required professional skills, 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:

Appendix A: Description of the Services

Appendix B: Reporting Requirements

Appendix C: Key Personnel and Sub consultants

Appendix D: Services and Facilities Provided by the UASIN-GISHU COUNTY ASSEMBLY

Appendix E-Master plan proposal

Appendix G-PROPOSED ULTRA MODERN ASSEMBLY AND OFFICE BLOCK-
Detailed Drawings and Bill of quantities-Estimates

2. The mutual rights and obligations of the UASIN-GISHU COUNTY ASSEMBLY 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 UASIN-GISHU COUNTY ASSEMBLY 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 UASIN-GISHU COUNTY ASSEMBLY]

[Full name of UASIN-GISHU COUNTY ASSEMBLY's authorized representative

[Title] _____

[Signature] _____

[Date] _____

Witness:

Name _____

Title _____

Signature _____

Date _____

For and on behalf of _____ [name of Consultant]

[Full name of Consultant's authorized representative]

[Title] _____

[Signature] _____

[Date] _____

Witness:

Name _____

Title _____

Signature _____

Date _____

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1. Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract shall have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;
- (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;
- (c) “Contract Price” means the price to be paid for the performance of the Services in accordance with Clause 6 here below;
- (d) “Foreign Currency” means any currency other than the Kenya Shilling;
- (e) “GC” mean these General Conditions of Contract;
- (f) “Government” means the Government of the Republic of Kenya;
- (g) “Local Currency” means the Kenya Shilling;
- (h) “Member”, in case the Consultant consists of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the UASIN-GISHU COUNTY ASSEMBLY under this Contract;
- (i) “Party” means the UASIN-GISHU COUNTY ASSEMBLY or the Consultant, as the case may be and “Parties” means both of them;
- (j) “Personnel” means persons hired by the Consultant or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof;
- (k) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (l) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and

(m) “Sub consultant” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

1.2. Law Governing the Contract

This Contract, its meaning and interpretation and the relationship between the Parties, shall be governed by the Laws of Kenya.

1.3. Language

This Contract has been executed in English language, which shall be the binding, and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4. Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5. Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Kenya or elsewhere, as the UASIN-GISHU COUNTY ASSEMBLY may approve.

1.6. Authorized Representatives

Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the UASIN-GISHU COUNTY ASSEMBLY or the Consultant may be taken or executed by the officials specified in the SC.

1.7. Taxes and Duties

The Consultant, Sub consultant[s] and their personnel shall pay such taxes; duties, fees and other impositions as may be levied under the Laws of Kenya.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties.

Commencement of Services

The Consultant shall begin carrying out the Services upon signing the Contract.

Expiration of Contract

Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period, after the Effective Date, as is specified in the SC.

Modification

Modification of the terms and Conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.

Force Majeure

Definition

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

No Breach of Contract

The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event;

- (a) Has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and
- (b) Has informed the other Party as soon as possible about the occurrence of such an event.

Extension of Time

Any period within which a Party shall, pursuant to this Contract complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

Payments

During the period of his inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract for services already rendered.

Termination

By the UASIN-GISHU COUNTY ASSEMBLY

The UASIN-GISHU COUNTY ASSEMBLY may terminate this Contract by not less than thirty (30) days’ written notice of Termination to the Consultant, to be given after the occurrence of any of the events specified in this Clause;

(a) If the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the UASIN-GISHU COUNTY ASSEMBLY may have subsequently approved in writing;

(b) If the Consultant becomes insolvent or bankrupt;

(c) If, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) If the Consultant, in the judgment of the UASIN-GISHU COUNTY ASSEMBLY, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;

“Corrupt practice,” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in Contract execution.

“Fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of Contract to the detriment of the UASIN-GISHU COUNTY ASSEMBLY, and includes collusive practice

among consultants (prior to or after submission of proposals) or with Bidders/Suppliers/Contractors designed to establish prices at artificial non-competitive levels and to deprive the UASIN-GISHU COUNTY ASSEMBLY of the benefits of free and open competition.

(e) If the UASIN-GISHU COUNTY ASSEMBLY in his sole discretion decides to terminate this Contract.

By the Consultant

The Consultant may terminate this Contract by not less than thirty (30) days written notice to the UASIN-GISHU COUNTY ASSEMBLY, such notice to be given after the occurrence of any of the following events;

(a) If the UASIN-GISHU COUNTY ASSEMBLY fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within sixty (60) days after receiving written notice from the Consultant that such payment is overdue; or

(b) If, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

Payment upon Termination

a) Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the UASIN-GISHU COUNTY ASSEMBLY shall make

payments to the Consultant comprising remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination.

b) Other than payments stipulated in (a) above the UASIN-GISHU COUNTY ASSEMBLY shall not be liable to pay any other amounts to the Consultant.

3. OBLIGATIONS OF THE CONSULTANT

General

The Consultant shall perform the Services and carry out his obligations with all due diligence, Efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the UASIN-GISHU COUNTY ASSEMBLY and shall at all times support and safeguard the UASIN-GISHU COUNTY ASSEMBLY’s legitimate interests in any dealing with Sub consultants or third parties.

Conflict of Interests

Consultant Not to Benefit from Commissions, Discounts, Etc

- i. The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and the Consultant shall not accept for his own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.
- ii. For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the UASIN-GISHU COUNTY ASSEMBLY on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.
- iii. Where the Consultant as part of the Services has the responsibility of advising the UASIN-GISHU COUNTY ASSEMBLY on the procurement of goods, works or services, the Consultant will comply with any applicable procurement guidelines and shall at all times exercise such responsibility in the best interest of the UASIN-GISHU COUNTY ASSEMBLY. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of the UASIN-GISHU COUNTY ASSEMBLY.

3.2.2 Consultant and Affiliates not to be otherwise interested in Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and his affiliates, as well as any Sub consultant and any of his affiliates, 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.

3.2.3 Prohibition of Conflicting Activities

Neither the Consultant nor his sub-consultant[s] nor their personnel shall engage, either directly or indirectly in any of the following activities:

- (a) During the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract;
or
- (b) After the termination of this Contract, such other activities as may be specified in the SC.

Confidentiality

The Consultant, his sub-consultant[s] and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the UASIN-GISHU COUNTY ASSEMBLY's business or operations without the prior written consent of the UASIN-GISHU COUNTY ASSEMBLY.

3.4 Insurance to be out by the Consultant

The Consultant (a) shall take out and the maintain and shall cause **Taken** any sub consultant[s] to take out and maintain, at his (or the sub-consultants', as the case may be own cost but on terms and conditions approved by the UASIN-GISHU COUNTY ASSEMBLY, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at the UASIN-

GISHU COUNTY ASSEMBLY's request, shall provide evidence to the UASIN-GISHU COUNTY ASSEMBLY

showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultant's Actions Requiring UASIN-GISHU COUNTY ASSEMBLY's Prior Approval

The Consultant shall obtain the UASIN-GISHU COUNTY ASSEMBLY's prior approval in writing before taking any of the following actions;

- (a) Entering into a subcontract for the performance of any part of the Services,
- (b) Appointing such members of the personnel not listed by name in Appendix C ("Key Personnel and Sub-consultants").

3.6 Reporting Obligations

The Consultants shall submit to the UASIN-GISHU COUNTY ASSEMBLY the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents prepared by the Consultant to the Property of the UASIN-GISHU COUNTY ASSEMBLY

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the Property of the UASIN-GISHU COUNTY ASSEMBLY and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the UASIN-GISHU COUNTY ASSEMBLY together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

4. CONSULTANT'S PERSONNEL

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub consultants listed by title as well as by name in Appendix C are hereby approved by the UASIN-GISHU COUNTY ASSEMBLY.

4.2 Removal Replacement of Personnel

(a) Except as the UASIN-GISHU COUNTY ASSEMBLY may otherwise agree, no changes shall and be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

(b) If the UASIN-GISHU COUNTY ASSEMBLY finds that any of the Personnel have

(i) Committed serious misconduct or have been charged with having committed a criminal action, or

(ii) The UASIN-GISHU COUNTY ASSEMBLY has reasonable cause to be dissatisfied with the performance of any of the Personnel, and then the Consultant shall, at the UASIN-GISHU COUNTY ASSEMBLY's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the UASIN-GISHU COUNTY ASSEMBLY.

(c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE UASIN-GISHU COUNTY ASSEMBLY

5.1 Assistance and Exemptions

The UASIN-GISHU COUNTY ASSEMBLY shall use his best efforts to ensure that he provides the Consultant such Assistance and exemptions as may be necessary for due Performance of this Contract.

5.2 Changes in the Applicable Law

If after the date of this Contract, there is any change in the Laws of Kenya with respect to Taxes and duties, which increases or decreases the cost of the Services rendered by the Consultant, then the remuneration and reimbursable expenses otherwise Payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement Between the Parties and corresponding adjustments shall be made to the amounts referred to in Clause 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

The UASIN-GISHU COUNTY ASSEMBLY shall make available to the Consultant the Services and Facilities listed under Appendix D.

6. PAYMENTS TO THE CONSULTANT

Consultants Remuneration

The Consultants remuneration shall be as per the Conditions of Engagement and Scales of Fees for Professional Services for Building and Civil Engineering Works, First Edition (1987) Part I – Building Works and amendments thereto prepared by the Ministry of Public Works. Payments to the consultants shall be in Kenya Shillings.

6.2 Payment for Additional

For the purposes of determining the remuneration due for additional services as Services may be agreed under Clause 2.4, the amounts payable shall be determined as per the Conditions of Engagement and Scales of Fees for Professional Services for Building and Civil Engineering Works, First Edition (1987) Part I – Building Works and amendments thereto prepared by the Ministry of Public Works.

6.4 Terms and Conditions of Payment

Payments will be made to the account of the Consultant and according to the payment schedule stated in Conditions of Engagement and Scales of Fees for Professional Services for Building and Civil Engineering Works, First Edition (1987) Part I – Building Works and amendments thereto prepared by the Ministry of Public Works. All payments shall be made after the conditions for such payment have been met and the Consultant has submitted an invoice to the UASIN-GISHU COUNTY ASSEMBLY specifying the amount due.

6.5 Interest on delayed Payment

Payment will be made within sixty (60) days of receipt of invoice and the relevant documents specified in Clause 6.4. If the UASIN-GISHU COUNTY ASSEMBLY has delayed payment beyond thirty (30) days after the due date hereof simple interest shall be paid to the Consultant for each day of delay at the prevailing Central Bank of Kenya's average rate for base lending rate.

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement

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

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract 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 the arbitration and final decision of a person to be agreed between the Parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.

III. SPECIAL CONDITIONS OF CONTRACT

This contract shall be subject to the provisions of the Conditions of Engagement and Scales of Fees for Professional Services for Building and Civil Engineering Works, First Edition (1987) Part I – Building Works and any amendments thereto prepared by the Ministry of Public Works save wherein such conditions are expressly excluded. Where such conditions contradict the provisions of this contract; the provisions of this contract shall prevail. Exclusions Section 233 titled Adaptation by the Private Sector and/or as per chapter 525 of the architects and quantity surveyors act and chapter 530 of the engineers act’ with any amendments thereto

1.1(h) The Member in Charge (also referred to as the Lead Consultant/Project Manager) Is-The Architect public Works office [name of Member].

1.4 The addresses are:

Clerk
County Assembly of Uasin Gishu (Client)
P. O. Box 100-30100,
Eldoret
Kenya
Telephone: +254 053 2030604
Email:
info@ugcountyassembly.or.ke
Consultant _____
Attention: _____
Telephone;
Telex: _____
Email: _____

1.6 The Authorized Representatives are:

For the UASIN-GISHU COUNTY ASSEMBLY:
THE CLERK(Appointee)
(.....)
For the Consultant: _____

2.3 The period shall be agreed between the parties in writing.

3.2.3 (b) None.

3.4 The risks and coverage shall be:

- (i) Professional indemnity -As defined by UASIN-GISHU COUNTY ASSEMBLY.
- (ii) Loss of or damage to consultant's equipment and property.

IV. 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 UASIN-GISHU COUNTY ASSEMBLY, 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

List under: C-1 Titles [and names, if already available], detailed job 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 – SERVICES AND FACILITIES PROVIDED BY THE UASIN-GISHU COUNTY ASSEMBLY

To be identified.

APPENDIX G-PROPOSED ULTRA MODERN ASSEMBLY AND OFFICE BLOCK-

Detailed Drawings and Bill of quantities-Estimates

