



**UNIVERSITY OF NAIROBI ENTERPRISES AND SERVICES LIMITED
(UNES)**

STANDARD REQUEST FOR PROPOSALS (RFP)

REF NO. UNES/CONSULTANCY/015/2020-2021

**PROVISION OF CLERK OF WORKS AND RESIDENT
ENGINEER SERVICES FOR UNESCONSULTANCY PROJECTS**

(RE-ADVERTISEMENT)

CLOSING DATE: 25TH MARCH, 2021 AT 10.00 A.M.

MARCH, 2021

TABLE OF CONTENTS

	Page
INTRODUCTION	3
SECTION I - LETTER OF INVITATION	4
SECTION II - INFORMATION TO CONSULTANTS.....	5
SECTION III - TERMS OF REFERENCE.....	14
SECTION IV - TECHNICAL PROPOSAL.....	15
SECTION V - FINANCIAL PROPOSAL.....	16
SECTION VI - STANDARD CONTRACT FORM.....	17

INTRODUCTION

1. This standard Request for Proposals for selection of individual professional consultants has been prepared for use by public entities in Kenya. It has been found necessary for selection of individual consultants who are also regulated by their professional institutions or associations as opposed to selection of consultants who could be either individuals or body corporate.
2. This Request for proposals will be used for open tendering, restricted tendering or request for proposals.
3. The general conditions of contract in the Standard contract Form should not be modified and instead the special conditions of the contract may where necessary be modified by the procuring entity, for use, to reflect the unique circumstances of the particular assignment.

SECTION I - LETTER OF INVITATION

To **Interested and eligible Bidders**

Date: **15th March, 2021**

Dear Sir/Madam,

- 1.1 University of Nairobi Enterprises & Services Limited (UNES) is the Commercial arm of the University of Nairobi charged with responsibility of inculcating entrepreneurial and best business practices to the overall University. The Company provides Institutional and Research Consultancy, Professional Trainings and Product Innovations in several thematic areas. Further, UNES provides Bookstores and Hospitality to the University community and the public at large in addition to the Financial Management of other commercial activities of the University.
- 1.2 UNES Consultancy has been contracted by Konza Technopolis Development Authority (KoTDA) and the Dedan Kimathi University of Technology in Nyeri County To Carry Out Proposed Development Of Konza Complex Conference Facility at Konza and Construction of Design, Materials and Manufacturing (DMM) Block.
- 1.3 The – University of Nairobi Enterprises & Services Limited (UNES) invites proposals for the following consultancy services – Clerk of Works for Proposed Development of Konza Complex Conference Facility and Construction of Design, Materials and Manufacturing (DMM) Block at Konza Technocity–Kenya for Konza Technopolis Development Authority (KoTDA) and the Dedan Kimathi University of Technology in Nyeri County Respectively. More details of the services are provided in the terms of reference herein.
- 1.4 Candidates may obtain further information from and inspect the tender documents at the following address during normal working hours:

**UNIVERSITY OF NAIROBI ENTERPRISES AND SERVICES LTD
PROCUREMENT OFFICE- KOLOBOT DRIVE OFF ARBORETUM DRIVE
OFF STATE HOUSE ROAD,
P.O. BOX 68241, 00200. NAIROBI, KENYA**

- 1.5 The request for proposal (RFP) includes the following documents;
 - Section I - Letter of invitation
 - Section II - Information to Consultants
 - Section III - Terms of reference
 - Section IV - Technical proposal
 - Section V - Financial proposal
 - Section VI - Standard Forms

1.6 Prices quoted should be inclusive of all taxes and delivery costs and shall remain valid for a period of **90** days from the closing date of the tender.

1.7 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the **tender number** and **tender name** and be deposited in the Tender Box at the Reception of **UNES HEAD OFFICE RECEPTION- ON KOLOBOT DRIVE OFF ARBORETUM DRIVE, OFF STATE HOUSE ROAD** and be addressed to: -

**THE MANAGING DIRECTOR,
UNIVERSITY OF NAIROBI ENTERPRISES AND SERVICES LTD
P.O BOX 68241-00200
NAIROBI KENYA**

so as to be received on or before **Thursday 25th March, 2021 at 10.00 a.m.**

1.8 On receipt of this RFP please inform us
(a) that you have received the letter of invitation; and
(b) whether or not you will submit a proposal for the assignment

1.9 UNES is a Corruption free environment. Any Pressure, influence attempt should be reported to the Managing Director through the address provided above.

Yours sincerely,

SEITH ABEKA
Ag. MANAGING DIRECTOR

SECTION II - INFORMATION TO CONSULTANTS

Table of Contents

	Page
2.1 Introduction.....	6
2.2 Clarification and amendments to the RFP documents.....	7
2.3 Preparation of proposals.....	7
2.4 Financial proposal.....	8
2.5 Submission receipt and opening of proposals	9
2.6 Evaluation of proposals (General).....	10
2.7 Evaluation of Technical proposals.....	10
2.8 Opening and evaluation of Financial proposals.....	11
2.9 Negotiations.....	12
2.10 Award of Contract.....	13
2.11 Confidentiality.....	13

SECTION II - INFORMATION TO CONSULTANTS

2.1 Introduction

- 2.1.1 The University of Nairobi Enterprises & Services Limited (UNES) will select an individual consultant among those invited to submit proposals or those who respond to the invitation for proposals in accordance with the method of selection detailed under this section and consistent with the regulations.
- 2.1.2 The consultants are invited to submit a technical proposal and a financial proposal for consulting services required for the assignment stated in the letter of invitation (Section I)
- 2.1.3 In the assignment where the procuring entity intends to apply standard conditions of engagement and scales of fees for professional services, which scale of fees will have been approved by a relevant authority, a technical proposal only may be invited and submitted by the consultants. In such a case the highest ranked individual consultant in the technical proposals shall be invited to negotiate a contract on the basis of the set scale of fees. The technical proposals will be the basis for contract negotiations and ultimately for a signed contract with the selected individual consultant.
- 2.1.4 The consultants must familiarize themselves with local conditions as regards the assignment 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 procuring entity regarding any information that they may require before submitting a proposal.
- 2.1.5 The client will provide the inputs and services specified in the special conditions of contract needed to assist the individual consultant to carry out the assignment.
- 2.1.6 The cost of preparing the proposal and negotiating the contract including any visit to the procuring entity are not reimbursable as a direct cost of the assignment. The procuring entity is not bound to accept any of the proposals submitted.
- 2.1.7 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.2 Clarification and amendment to the RFP documents

- 2.2.1 Individual consultant may request clarification of any of the RFP documents not later than Seven (7) days before the deadline for the submission of the proposals. Any request for clarification must be sent in writing by post, fax or email to the procuring entity's address indicated in the special conditions of contract. The procuring entity will respond by post, fax or email 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 individual consultants invited to submit proposals.
- 2.2.2 At any time before the deadline for submission of the proposals, the procuring entity may for any reason, either at its own initiative or in response to a clarification requested by an intended individual consultant amend the RFP. Any amendment shall be issued in writing, fax or email to all invited individual consultants and will be binding on them. The

procuring entity may at its discretion extend the deadline for the submission of the proposals.

2.2.3 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.

2.2.4 The procuring entity shall reply to and clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.3 Preparation of proposals

2.3.1 The individual consultant's proposal shall be written in English language.

2.3.2 In preparing the Technical proposal, the individual consultants are expected to examine the documents consisting the 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, the individual consultant must give particular attention to the following:

- (a) If an individual consultant considers that he/she does not have all the expertise required for the assignment he/she may suggest in the proposals other individual(s) who will assist in the assignment but they will not be party to the contract for the purpose of the performance of the assignment. An individual consultant will not propose other individual consultants invited to submit proposals for the assignment. Any individual consultant in contravention of this requirement shall automatically be disqualified.
- (b) For all the staff who will be involved in the exercise of the proposals to consultant must indicate their responsibility in the assignment and also the staff time as necessary.
- (c) The curriculum vitae (CV) of the staff proposed must be submitted with the proposal.

2.3.4 The Technical proposal shall provide the following information;

- (a) the individual consultant's CV and a brief of any recent experience of assignment of a similar nature. For each assignment the brief should indicate the profiles of staff involved, contract amount and the individual consultant's involvement.
- (b) Any comments or suggestions on the Terms of Reference and a list of service and facilities requested to be provided by the procuring entity.
- (c) A description of the methodology and work plan for performing the proposed assignment.
- (d) Any additional information requested in the special conditions of contract.

2.3.5 The Technical proposal shall be separate from the Financial proposal and shall not include any Financial information.

2.4 Financial proposal

2.4.1 In preparing the financial proposal, the individual consultants are expected to take into account the time required in completing the assignment as outlined in the RFP documents.

- The financial proposal will therefore be quoted in fees per day or month. The financial proposal may also include other costs as necessary, which will be considered as reimbursables.
- 2.4.2 The Financial proposal should include the payable taxes.
- 2.4.3 The fees shall be expressed in Kenya Shillings.
- 2.4.4 The Financial proposal must remain valid for 90 days after the submission date. During this period the individual consultant is expected to keep available at his own cost any staff proposed for the assignment. The procuring entity will make best efforts to complete negotiations within this period. If the procuring entity 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.
- 2.4.5 The financial proposal must comply with the law governing the profession of the consultant.

2.5 Submission, Receipt and opening of proposals

- 2.5.1 The technical proposal and the financial proposal (if required) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the individual consultants. Any such corrections must be initialed by the individual consultant.
- 2.5.2 For each proposal the individual consultants shall prepare the proposals in the number of copies indicated in the special conditions of contract. Each Technical proposal and Financial proposal shall be marked “ORIGINAL” or “COPY” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 2.5.3 The original and all copies of the Technical proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL”, and the original and all copies of the financial proposal in a sealed envelope duly marked “FINANCIAL PROPOSAL”. Both envelopes shall be placed in an outer envelope and sealed. This outer envelope shall bear the procuring entities address and other information indicated in the appendix to the instructions to consultants and clearly marked “DO NOT OPEN before **Thursday 25th March, 2021**”
- 2.5.4 The completed Technical and Financial proposals must be delivered at the submission address on or before the time and date of the submission of the proposals indicated in the appendix to the instructions to consultants. Any proposals received later than the closing date for submission of proposals shall be rejected and returned to the individual consultant unopened. For this purpose, the inner envelope containing the technical and financial proposals will bear the address of the individual consultant submitting the proposals.
- 2.5.5 After the deadline for submission of proposals the outer envelope and the technical proposals shall be opened immediately by the opening committee. The financial proposals shall be marked with the individual consultant’s number allocated at the time of opening the

outer envelope and the technical proposals but shall remain sealed and in the custody of a responsible officer of the procuring entity up to the time set for opening them.

2.6 Evaluation of the Proposal (General)

- 2.6.1 From the time the proposals are opened to the time of the contract award, if any individual consultant wishes to contact the procuring entity on any matter relating to his/her proposal, he/ she should do so in writing at the address indicated in the appendix to the instructions to consultants. Any effort by an individual consultant to influence the procuring entity's staff in the evaluation of proposals companion proposals or awards of contract may result in the rejection of the individual consultant proposal.
- 2.6.2 The proposal evaluation committee shall have no access to the Financial Proposal, which in any case will remain sealed, until the technical evaluation is concluded or finalized.

2.7 Evaluation of Technical Proposals

- 2.7.1 The evaluation committee appointed by the procuring entity to evaluate the proposals shall carry out the evaluation of technical proposals following the criteria set out in the terms of reference based on the following points criteria

	<u>CRITERIA</u>	<u>POINTS</u>
(i)	CV of the individual consultant	30
(ii)	specific experience of the individual consultant related to the assignment	30
(iii)	adequacy of methodology and work plan in response to the Terms of reference	<u>40</u>
	Total points	100

- 2.7.2 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 the proposals found to have complied with all the requirements for submission of proposal shall be declared responsive by the evaluation committee
- 2.7.3 Each responsive proposal will be given a technical score (ST). any technical proposal which fails to achieve the total minimum score indicated in the appendix to the information to tenderers shall be rejected at this stage and will not proceed to the next stage of evaluation. The respective financial proposal will be returned to the individual consultant unopened.

2.8 Opening and Evaluation of Financial Proposals

- 2.8.1 After completion of the evaluation of Technical proposals the procuring entity shall notify the individual consultants whose proposal did not meet the minimum technical score or were declared non responsive to the RFP and terms of reference. The notification will indicate that their financial proposals shall not be opened and will be returned to them unopened after the completion of the selection process and contract award. At the same time, the procuring entity shall simultaneously notify the consultants who have secured the minimum

technical score that they have passed the technical qualifications and inform them the date and time set by the procuring entity for opening their financial proposal. They will also be invited to attend the opening ceremony if they wish to do so.

2.8.2 The financial proposals shall be opened by the procuring entity in the presence of the individual consultants who choose to attend the opening. The name of the individual consultant, the technical score and the proposed fees shall be read out aloud and recorded. The evaluation committee shall prepare minutes of the opening of the financial proposals.

2.8.3 The formulae for determining the financial score (SF) unless an alternative formula is indicated in the appendix to the information to tenderers shall be as follows:

$Sf = 100 \times fm/f$ where
Sf is the financial score
Fm is the lowest fees quoted and
F is the fees of the proposal under consideration.

The lowest fees quoted will be allocated the maximum score of 100

2.8.4 The individual consultants' proposals will be ranked according to their combined technical score (st) and financial score (sf) using the weights indicated in the appendix to the instructions to consultants. Unless otherwise stated in the appendix to the instructions to consultants the formulae for the combined scores shall be as follows;

$$S = ST \times T\% + SF \times P\%$$

Where

S, is the total combined scores of technical and financial scores

St is the technical score

Sf is the financial score

T is the weight given to the technical proposal and

P is the weight given to the financial proposal

Note P + T will be equal to 100%

The individual consultant 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 indicated in the appendix to the information to consultants. The purpose of the negotiations is for the procuring entity and the individual consultant to reach agreements on all points regarding the assignment and sign a contract.

2.9.2 The negotiations will include a discussion on the technical proposals, the proposed methodology and work plan, staff and any suggestions made by the individual consultant to

improve the Terms of reference. The agreed work plan and Terms of reference will be incorporated in the description of the service or assignment and form part of the contract.

- 2.9.3 The negotiations will be concluded with a review of the draft contract. If negotiations fail, the procuring entity will invite the individual consultant whose proposal achieved the second highest score to negotiate a contract.

2.10 Award of Contract

- 2.10.1 The contract will be awarded before commencement of negotiations. After negotiations are completed the procuring entity will promptly notify the other individual consultants that they were unsuccessful and return the financial proposals of the individual consultants who did not pass technical evaluation.

- 2.10.2 The selected individual consultant is expected to commence the assignment on the date indicated in the appendix to the information to consultants or any other date agreed with the procuring entity.

2.11 Confidentiality

- 2.11.1 Information relating to evaluation of proposals and recommendations of contract award shall not be disclosed to the individual consultants who submitted the proposal or to other persons not officially concerned with the process, until the winning individual consultant has been notified that he/she has been awarded the contract.

SECTION III - TERMS OF REFERENCE (TOR)

1.1 ABOUT UNES

UNES consultancy is the largest and most elaborate consultancy firm in Kenya, boasting unlimited access to over 1,500 Specialists staff from diverse fields domiciled in over 100 academic departments; twenty-six faculties and institutes; accredited laboratories and farms. This enables UNES to offer services in virtually every field within all the primary, secondary and tertiary sectors of the economy. UNES consultancy unit has efficiently and effectively coordinated and managed complex national and international projects, which were delivered in time.

The University of Nairobi Enterprises and Services (UNES) Limited, is the Consultancy and Commercial Enterprises Arm of the University of Nairobi, incorporated in 1996 under the Company Act Cap 486; to provide consultancy services, financial management services, bookstore, hospitality and other commercial activities. UNES Consultancy is one of UNES strategic business units. The consultancy unit conducts consultancy businesses and coordination of contracted inter- disciplinary consultancies projects within the University for income generation.

UNES provides consultancy services on various thematic areas to different Government Agencies, Ministries, Departments, Corporations and Agencies (MDAs), other Public and Private Organizations including Non-Governmental Organizations and Donor Agencies. The Consultancy unit draws consultants from the large pool of highly qualified experts amongst the University of Nairobi staff and associate consultants from private sector most of whom are Alumni of the University of Nairobi.

1.2 SCOPE OF WORKS FOR PROPOSED KONZA COMPLEX FACILITY PHASE II

Site Location: The site is located at a level “green field” site some 60km south west from Nairobi along the A109 road to Mombasa. The site is crossed by two watercourses. In the northern half of the site a watercourse drains to the south west where it joins the Kamwenyela before it in turn becomes the Stony Athi. Adjacent to the site is the KoTDA office block and open lot allocated for the KoTDA hotel building.

PROJECT BACKGROUND

Konza Technopolis Development Authority, the Employer, is a special purpose entity established by the Government of Kenya to facilitate the development of Konza into a sustainable, world-class technology hub and a major economic driver for the nation.

University of Nairobi Enterprises and Services, the Consultant, is the commercial arm of the University of Nairobi and charged with responsibility of inculcating entrepreneurial and best business practices to the overall University. As such, UNES takes its objectivity and integrity extremely seriously and adheres to the highest standards of ethics required of the economics profession and the University.

Konza is projected to be a 'smart city' with highly advanced overall infrastructure, sustainable developments, communication networks and market viability. It will:

- feature world-class civic and commercial architecture
- be a Regional Innovation Hub;

— host a high quality Technology University, Smart Schools, Research Labs, Recreational Facilities (Sports Stadium, Film and Media Centre), Hospitality (Hotels and Convention Centers), Smart City Solutions (Smart Traffic, Smart Parking and Smart Governance) and world-class infrastructure.

Assigned to develop the conference centre, UNES focus has been on delivering a green building that has a sense of place- genius loci- so to speak. It is the employer's desire is to offer a conference facility that will be the place of choice for future residents of the Technopolis and other users from outside the Technopolis. It is one of the primary developments aimed at being the host for conferencing events within the proposed city.

THE PROJECT

The conference facility location is within the Konza Metropolitan Area. The site is located at a level "green field" site some 60km south west from Nairobi along the A109 road to Mombasa. The site is crossed by two watercourses. In the northern half of the site a watercourse drains to the south west where it joins the Kamwenyela before it in turn becomes the Stony Athi. Adjacent to the site is the KoTDA office block and open lot allocated for the KoTDA hotel building.

The conference facility construction has been carried out up to ground floor level. The already developed components affiliated to the conference facility includes a ten-storey office block which shall be linked to the conference facility on 5th floor. The conference facility comprises of 2-level basements, ground to fifth floors.

The designed conference facility will have smaller meeting rooms to accommodate small numbers of delegates. This is in addition to a much larger auditorium (approximately 500PAX), multipurpose halls/Large Meeting Rooms and exhibition spaces synonymous with international conferencing facilities, all this amounting to minimum capacity of 1236 PAX for auditorium and meeting rooms and 160 PAX for exhibition space.

SCOPE OF WORKS FOR PROPOSED KONZA COMPLEX FACILITY PHASE II

Proposed Building and Works: The works to be carried out will involve: Linking works to Konza Complex Office Block and new works to Seven Storey reinforced concrete frame structure infilled with solid concrete block walls. The floor slabs are reinforced concrete and concrete hollow blocks, finished with Granito/ Porcelain tiles in wet areas, carpet tiles, marble/granite tiles, concrete interlocking tiles/Eurocon tiles in external spaces and ceramic floor tiles. Wall finishes largely include marble cladding, Alucobond cladding, plaster and paint, porcelain tiles, ceramic tiles and mahogany veneered tiles in meeting rooms. Ceiling finishes are plaster and paint, moulded false gypsum and acoustic suspended ceiling boards. Doors will be as frameless glass doors, aluminium glazed doors, mahogany paneled doors, purpose made steel doors and windows as aluminium casement windows and curtain walling.

The project also consists extensive interior design works, boundary wall, gate house, foul and storm water drainage as well as sub-contract works including electrical installation and fittings, PABX, structured cabling and mechanical fittings and installations.

Floor Area: The total floor area is approximately 9400 square metres. The gross floor area is however given without warranty and for guidance only.

Specific Civil & Structural Engineering Matters:

Civil and Structural design was primarily steered by architectural conceptual drawings, details available from as-built engineering drawings and Structural integrity report findings from the Non-Destructive Tests. References drawn from these documents therefore guided on:

- ***The Ground/Geotechnical Conditions:*** - The specific site was described to be fairly flat while the larger Konza technologies is gently sloped. All foul and storm water drainages will be connected to the main water and sewerage infrastructure which is currently under construction. The ground conditions at approximately 6m below the general ground surface is a natural rock formation and necessary geotechnical report materials have been sought for from the client for purposes of further refining foundation designs.
- ***Design Code and Standards:*** - The Structural design has been carried out on the basis of the following design codes and standards:
 - a) B.S. 8110: Parts 1, 2 and 3; Structural use of concrete, 1997.
 - b) EN1992_1 Eurocode Design of concrete structures
 - c) EN1992_Eurocode Design of concrete structures
 - d) B.S. 6399: Parts1; Code of practice for dead and imposed loads.
 - e) BS4449: Code for reinforcement use and characteristics.
 - f) B.S.5628: Design of Masonry.
 - g) B.S. 5268: Parts 2 & 3; Structural use of Timber.
- ***The Structural Form:*** - The proposed KoTDA conference structure shall generally be comprised of standard reinforced and post-tensioned concrete construction. The concrete grades shall be 25/25 for 1st to 3rd floor slab and beams, 30/35 for all columns and 4th/5th, roof slabs. Critical 8No. Columns elevating the auditorium tower shall be strengthened by encasing them to balance their capacity to bear the associated loads. The existing structural elements are largely made of reinforced concrete. The spiral staircases at the entrance hall on ground floor to second floor as well as the escape staircases from third floor to the fifth floor are designed as concrete elements. The curved staircase from second floor to third floor are designed as steel staircases.

The floors are designed provisionally as 450mm thick hollow pot slab system with 300mm thick pots and 150mm concrete topping. The slab is provisionally supported on down stand beams, 750x400/300 internal on 8mx8x grids. The peripheral down stand beams are designed provisionally as 900x300 to ensure flexible ceiling finishing lines.

Based on the available construction options aimed at shortening the project delivery time frame, the conference facility floors can be port-tensioned on flat plates of a provisional 300mm thick solid concrete slab thereby ensuring flat soffits. This being a specialized work will require additional collaboration with the relevant specialist. Having considered these construction options, either of the

approaches to be adopted shall be within the provisions of the construction estimates by the project quantity surveyor.

Due to architectural requirements especially for the auditorium space, deep beams cantilevered to the outer edge peripheral have been provided to bear the expansive loading. Vertical shear columns have been provided from fifth floor to support the roof beam/slab loading. This is achieved by transfer cantilever beams to the columns. The elemental roof level will be enclosed by a lightweight concrete slab, supported on pre-cast beams.

Maximum wind speed – 28km/h (8m/s) and gust speed of 45km/h (12.5m/s) (experienced once a year in February and for only 0.3 days flowing for 1hr/year in the NE direction. This is the worst-case scenario and has thus been used for design.

Owing to the long spans and technical installation challenges, the roof beams members shall be precast concrete members and shall be installed once the auditorium dome base and vertical columns to bear the roof have been installed and signed off.

1.3 SCOPE OF WORKS FOR PROPOSED CONSTRUCTION OF DESIGN, MATERIALS AND MANUFACTURING (DMM) BLOCK

Site location: The site is located in Nyeri County at the Dedan Kimathi University of Technology within the Science and Technology Park.

Proposed building and works: The works to be carried out involve: A basement floor, ground Floor, mezzanine floor, first floor, second floor, third floor and a terrace floor all reinforced with concrete frame structure infilled with masonry wall.

The floor slabs are reinforced concrete finished with Granito/ Porcelain tiles, ceramic tiles, carpet tiles and epoxy floor finish in select areas.

The walls are finished in 12mm thick Plaster and paint, coloured ceramic backing and Spelized finish.

The ceilings are done in acoustic ceiling, gypsum false ceiling with some of the areas finished in plaster and paint.

The facade features sun-shading elements with 100mm wide 15mm thick pre-painted light gauge steel cleat anchored to the concrete beam, a 25mm Mild Steel end cap with groove, Pre-painted light gauge steel plate covering shading device on 75x50mm Rectangular hollow section members.

Doors will be in timber, steel and aluminium in select areas.

Windows will be done in natural anodized aluminium casement hollow casement frames and steel.

The project also consists of interior design works, foul and storm water drainage as well as sub-contract works including electrical installation and fittings, PABX, structured cabling and mechanical fittings and installation of overhead gantry cranes

Floor area: The total area is 14,226m².

Specific floor areas are: Basement Floor - 2200m², Ground Floor - 2200m², Mezzanine Floor - 976m², First Floor - 2100m², Second Floor - 2100m², Third Floor - 2100m², Terrace Floor - 2100m² & Roof Slab - 450m².

1.4 ENGAGEMENT OF CLERK OF WORKS:

A clerk of works is to be engaged to offer for a period of at least **108 weeks** to carry out post contract duties **FOR PROPOSED DEVELOPMENT OF KONZA COMPLEX CONFERENCE FACILITY ON LAND PARCEL NO. 74 AT KONZA TECHNOLOGY CITY – KENYA FOR KONZA TECHNOLOGY DEVELOPMENT AUTHORITY (KoTDA);**

The position to be filled with a qualified person through open and competitive process and the person must meet the following requirements: -

1. Possession of a minimum of Diploma, a Higher Diploma in Building and Civil Engineering, Construction Project Management and Architecture.
2. Provide detailed a detailed CV.
3. Minimum of Twelve (12) years' experience in the supervision of building construction works. Membership to the Architectural Association of Kenya and the Institute of Clerk of Works Kenya, will be an added advantage.
4. Provide technical and financial proposals. The technical proposal should include a detailed approach and methodology that exhibits understanding of duties and responsibilities of Clerk of Works / Inspector of Buildings for Building Construction.
5. Possession of a Valid Tax Compliance Certificate
6. Fluent in Kiswahili and English.
7. Ability to read and interpret Contract documents and Construction drawings.
8. Ability to prepare weekly, monthly and annual workplans and reports.
9. Proficiency in Computers and Construction software.
10. Ready to work long hours.

1.5 ENGAGEMENT OF CLERK OF WORKS:

A clerk of works is to be engaged to offer for a period of at least **108 weeks** to carry out post contract duties for **PROPOSED CONSTRUCTION OF DESIGN, MATERIALS AND MANUFACTURING (DMM) BLOCK UNDER PARKS INITIATIVE PROJECT AT THE DEDAN KIMATHI UNIVERSITY OF TECHNOLOGY IN NYERI COUNTY**

The position to be filled with a qualified person through open and competitive process and the person must meet the following requirements: -

1. Possession of a minimum of Diploma, a Higher Diploma in Building and Civil Engineering, Construction Project Management and Architecture.
2. Provide detailed a detailed CV.
3. Minimum of Twelve (12) years' experience in the supervision of building construction works. Membership to the Architectural Association of Kenya and the Institute of Clerk of Works Kenya, will be an added advantage.
4. Provide technical and financial proposals. The technical proposal should include a detailed approach and methodology that exhibits understanding of duties and responsibilities of Clerk of Works / Inspector of Buildings for Building Construction.
5. Possession of a Valid Tax Compliance Certificate
6. Fluent in Kiswahili and English.
7. Ability to read and interpret Contract documents and Construction drawings.
8. Ability to prepare weekly, monthly and annual workplans and reports.
9. Proficiency in Computers and Construction software.
10. Ready to work long hours.

1.6 ENGAGEMENT OF A RESIDENT ENGINEER:

KoTDA through UNES are seeking for Resident Engineer (RE) to work in the **Proposed Development of Konza Complex Conference Facility on Land Parcel No. 74 At Konza Technocity – Kenya For Konza Technopolis Development Authority (KoTDA)** project for a project duration of one (1) year.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The RE will be tasked with the following duties:

1. **Supervision of construction of the conference facility:** The RE will be tasked to provide quality assurance that completed work is in compliance with the drawings and specifications and according to the quality, time and cost requirements. Emphasis will be highly placed on the structural component of the building.

Under supervision, the RE will also manage site activities and provide technical advice on construction and design, ensure that materials and equipment used on a project meet the required specifications, ensure that required tests and inspections are performed and that test results have met the set standards.

He/She will be expected to discuss deviations from specified construction materials and procedures with Consultant Engineer.

2. **Managing construction staff:** This will include working with and communicating with all teams handling the project. The resident engineer will ensure all staff efficiency and accuracy, ensure compliance to safety standards, and offer advice on day to day activities at the site.

He/She may be asked to lead both project and progress meetings and coordinate with subcontractors and consultants.

3. **Planning for construction:** The RE will create a project schedule and look for obstacles that may delay the project. He/She will further monitor progress against accepted construction schedule, review the Contractor's progress reports. assess the progress and inform the Project Manager in case of delay.

4. **Documenting and reporting on construction:** The RE will write reports, keep detailed field notes and log activities daily. They will take pictures of the progress of the construction, track, organize, and maintain accurate records and reports related to the project.

QUALIFICATIONS:

1. Bachelor's degree in Structural and Civil Engineering, Construction Management or a related field.
2. 5+ years of experience building projects, including a background in both commercial and institutional building projects.
3. Valid Tax Compliance Certificate
4. Proof of Membership to relevant professional body.
5. Strong verbal and written communication skills.
6. Ability to read and interpret contract documents and construction plans and specifications.
7. Ability to work independently with minimal supervision.
8. Strong time management skills and excellent attention to detail.
9. Ability to effectively manage site staff. Must be organized and have effective problem solving, troubleshooting, leadership and negotiation skills.
10. Ability to work in a fast-paced collaborative environment.

EVALUATION CRITERIA

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

	<u>CRITERIA</u>	<u>POINTS</u>
(i)	CV of the individual consultant	30
(ii)	Specific experience of the individual consultant related to the assignment	30
(iii)	Adequacy of methodology and work plan in response to the Terms of reference	40
	Total points	100

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

The weights given to the Technical and Financial Proposals are: -

$$\mathbf{T= 0.70}$$

$$\mathbf{F= 0.30}$$

a) Financial Evaluation

The Financial proposal must be submitted with a dully signed and stamped Financial Proposal Submission Letter.

Each of the financial submissions will be divided by the lowest financial quote to determine the financial score of each bidder.

Weightage: This section will carry a total of 30% of the overall evaluation score.

The formula for determining the financial scores is the following:

$\mathbf{S_f = 100 \times F_m / F}$, in which $\mathbf{S_f}$ is the financial score, $\mathbf{F_m}$ is the lowest price and \mathbf{F} is the price of the proposal under consideration.

The single currency for price conversions is: Kenya Shillings

The source of official selling rates is: Central Bank of Kenya. The date of exchange rates is: the last date on which the proposal will be submitted.

b) Combined Technical and Financial Scores

The following formula shall be used: T.S (70%) + F.S (30 %) = T.T.L (100 %)

T.S = Technical Score (as evaluated above)

F.S = Financial Score (as evaluated above)

T.T.L = Total Score

Clerk of Works & Resident Engineer

Award of contract shall be made to one Individual Consultant for each of the assignment. The three consultants shall be the best ranked three with highest total score for each assignment.

SECTION IV- TECHNICAL PROPOSAL (TP)

Notes on the Preparation of Technical Proposal

The technical proposal shall be prepared and submitted by the consultants.

It shall contain the following: -

- (a) Submission letter
- (b) Particulars of the consultant including Curriculum vitae (CV)
- (c) Comments and suggestions of the consultant on the terms of reference, personnel, facility and other requirements to be provided by the procuring entity.
- (d) Description of the methodology and work plan for performing the assignment
- (e) Any proposed staff to assist in the assignment
- (f) Consultancy services activities times schedule.

SECTION V-FINANCIAL PROPOSAL (FP)

Notes on the Preparation Financial Proposal

The financial proposal shall be prepared and submitted by the consultants. It shall contain the following.

- (a) Submission letter indicating total fees
- (b) Summary of costs
- (c) Breakdown of fees per activity
- (d) Breakdown of reimbursable costs/expenses per activity
- (e) Miscellaneous expenses

SECTION VI- STANDARD CONTRACT FORM

INDIVIDUAL PROFESSIONAL CONSULTANTS

(Lump-sum payment)

The contract form shall be completed by the procuring entity after the award of the contract and negotiation of the contract. It will be signed by both parties pursuant to the information to consultant's clause 2.10.2

SECTION VI- STANDARD CONTRACT FORM

1. STANDARD CONTRACT FORM

**INDIVIDUAL PROFESSIONAL CONSULTANTS
(lump-sum payments)**

This Agreement, [hereinafter called “the Contract”) is entered into this _____[insert starting date of assignment], by and between.

_____ [insert Client’s name] of [or whose registered office is situated at] _____ [insert Client’s address] (hereinafter called “the Client”) of the one part AND

_____ [insert Consultant’s name] of [or whose registered office is situated at] _____ [insert Consultants address] (hereinafter called “the Consultant”) of the other part.

WHEREAS the Client wishes to have the Consultant perform the services [hereinafter referred to as “the Services”, and

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows: -

- 1. **Services** (i) The Consultant shall perform the Services specified in Appendix A, “Terms of Reference and Scope of Service, “which is made an integral part of this Contract.
- (ii) The Consultant shall provide the personnel listed Appendix B, “Consultant’s Personnel,” to perform the Services.
- (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, “Consultant’s Reporting Obligations.”

(Appendices A, B, and C to be prepared as appropriate)

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

3. **Payment**
- A. **Ceiling**
 For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to Exceed _____ [insert amount]. This amount has been established based on the understanding that it includes all the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.
- B. **Schedule of Payments**
 The schedule of payments is specified below (Modify in order to reflect the output required as described in Appendix C.)
- Kshs. _____ upon the Client's receipt of the Draft report, acceptable to the Client; and
- Kshs. _____ upon the Client's receipt of the Final report, acceptable to the Client.
- Kshs. _____ Total
- C. **Payment Conditions**
 Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty (30) days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 here below. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three Percentage points above the prevailing Central Bank of Kenya's average rate for base lending.
4. **Project Administration**
- A. **Coordinator**
 The Client designates _____ [insert name] as Client's Coordinator; the Coordinator will be responsible for the Coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables, by the Client and for receiving and approving invoices for payment.
- B. **Reports**
 The reports listed in Appendix C, "Consultant's Reporting Obligations," shall be submitted in the Course of the assignment and will constitute the basis for the payments to be made under paragraph

3.

5. **Performance Standards** The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.
6. **Confidentiality** The Consultant shall not, during the term of this Contract and within two years after its expiration Disclose any proprietary or confidential Information relating to the Services, this Contract Or the Client's business or operations without the Prior written consent of the Client.
7. **Ownership of Material** Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
8. **Consultant Not to be Engaged in certain Activities** The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
9. **Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
10. **Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
11. **Law Governing Contract and Language** The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English language
12. **Dispute Resolution** Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed

between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, On the request of the applying party.

For the Client

Full name _____

Title _____

Signature _____

Date _____

For the Consultant

Full name _____

Title _____

Signature _____

Date _____

2.

REQUEST FOR REVIEW FORM

FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

..... APPLICANT

AND

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

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

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED (Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on.....day of
.....20.....

SIGNED
Board Secretary