REQUEST FOR PROPOSAL

PROVISION OF CONSULTANCY SERVICES
(CONSORTIUM)
(ARCHITECTURAL/ QUANTITY SURVEYING
/ELECTRICAL & MECHANICAL /CIVIL & STRUCTURAL
ENGINEERING/LANDSCAPING/ INTERIOR
DESIGNING / ENVIRONMENTAL CONSULTANTS AND
LAND SURVEYING SERVICES)

FOR

THE PROPOSED CONSTRUCTION OF RONGAI
TRAUMA HOSPITAL
W.P ITEM NO. D11 RV/NKU 701 JOB NO 8285A

*Note
This RFP document is for the exclusive use of the 10 Kenyan/Arab firms already shortlisted to bid for the consultancy services

CLIENT: MINISTRY OF HEALTH
P.O.BOX 30016-00100
NAIROBI, KENYA

July, 2014
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SECTION I - LETTER OF INVITATION

TO: (Name and Address of lead consultant) Date

Dear Sirs/Madams,

RE: THE PROPOSED CONSTRUCTION OF RONGAI TRAUMA HOSPITAL -NAKURU
W.P ITEM NO. D11 RV/NKU 701 JOB NO 8285A

The Ministry of Heath, invites you to submit a proposal for the following consultancy services (consortium): Architectural/Quantity Surveying/Electrical/Mechanical/Civil & Structural Engineering Services for the proposed construction of facilities in Rongai Trauma Hospital – Nakuru County. Local (i.e. Kenyan) and Arab consultants are supposed to pair up, agree on the lead consulting firm and submit a combined bid as a joint venture. The bidders are informed that there exists complete documentation of the project which they are expected to review and adjust as necessary.

The Request for Proposal (RFP) document may be collected from the Supply Chain Management office Afya House Room No.513 upon payment of a Non-Refundable fee of Kshs. 5000/= in cash or Bankers Cheque in favour of the Principal Secretary, Ministry of Health. Payments should be made to the cash office on 2nd floor, Room No. 218, Afya House.

Bidders may also obtain the tender documents free of charge from the Ministry’s website at the following link www.health.go.ke.

The RFP includes the following:

- Section I - Letter of Invitation
- Section II - Information to Consultants
- Section III - Technical Proposals – Standard Forms
- Section IV - Terms of Reference
- Section V - Standard Form of Contract

Proposals from consortia are to be submitted in plain sealed envelopes, marked ‘REQUEST FOR PROPOSAL, W.P ITEM NO. D11 RV/NKU 701 JOB NO. 8285A’ on the right hand side corner and bearing NO indication of the bidder’s name, addressed to:

The Principal Secretary
Ministry of Health
P.O. Box 30016-00100
NAIROBI

And placed in the tender box on Ground Floor at the Ministry Headquarters, Afya House, Cathedral Road, Nairobi, so as to reach the above address not later than 22nd August 2014 at 10.00am. Thereafter opening of the bids will be conducted in the presence of the bidders or their representative who choose to attend. Any bid received after 10.00am will be returned unopened.

PROF. FRED H.K. SEGOR
PRINCIPAL SECRETARY
SECTION II – INFORMATION TO CONSULTANTS (ITC)

2.0 PREAMBLE

The proposed Rongai Trauma Hospital is intended to provide Integrated Health Services which will include Preventive, Promotive, Curative, Trauma and Accident and Emergency services along Nakuru – Kisumu Highway, 40 kilometers from Nakuru Town, Nakuru County. Once completed, the hospital will offer general medical and referral facilities for other health facilities within the region.

To achieve this the government through the Ministry of Health wishes to construct new facilities which shall include an ultra-modern hospital facility with the Main Hospital Building, Auxiliary-Buildings, Housing Units and External Works. Documentation (consisting of drawings and Bills of Quantities) is complete but following the bidders review may be amended as necessary.

2.1 Introduction

2.1.1 Ministry of Health will select a Consortium led by an Architectural Firm among those invited to submit a proposal, in accordance with the method of selection detailed under this section.

2.1.2 The consultants are invited to submit a Technical Proposal, as specified in the Appendix “A” for consulting services required for the assignment named in the said Appendix. The highest ranked firm of the technical proposal shall be invited to negotiate and enter into a contract on the basis of Conditions of Engagement and Scales of Fees for Professional Services for Building Works, 1987 Edition and any amendments thereto prepared by the Ministry of Land, Housing and Urban Development. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.

2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client’s representative named in the appendix regarding any information that they may require before submitting a proposal. Consultants should contact the officials named in the Appendix “A” to arrange for any visit or to obtain any additional information.

2.1.4 Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

2.1.5 Ministry of Health will provide the inputs specified in the Appendix “A”, to assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.

2.1.6 Please note that:

(i) the costs of preparing the RFP, Outline Design proposals and of negotiating the Contract, including any visit to the site are not reimbursable and is a direct cost of the assignment as every bidder is expected to bear their own costs; and

(ii) The Client is not bound to accept any of the proposals submitted.

2.1.7 Government employees are not eligible to participate in this RFP.
2.1.8 The price to be charged for the tender document shall be **Kshs.5,000/=**

2.2 Clarification and Amendment of RFP Documents

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

2.2.2 At any time before the submission of proposals, The Client may for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited consultants and will be binding on them. The Client may at its 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 Consortium considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate.

(ii) Consultants shall not bid in more than one Consortium submitting proposals for this assignment. Any firms associating in contravention of this requirement shall have their respective Consortia automatically disqualified.

(iii) It is desirable that the majority of the key professional staff proposed by each firm in the Consortium be permanent employees of the firm or have an extended and stable working relationship with it.

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

(v) Alternative key professional staff shall not be proposed and only one Curriculum Vitae (CV) shall be submitted for each position.
2.3.4 The Technical Proposal shall include the following information using the attached Standard Forms;

(i) A brief profile of each firm in the Consortium which shall include an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate among others, 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 and on data, services and a list of services and facilities to be provided by THE CLIENT.

(iii) A description of the methodology and work plan for performing the assignment.

(iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing. A list will be required from each firm in the Consortium.

(v) Duly signed current Curriculum Vitae (CVs) by the key proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years worked for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.

(vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member from each firm in the consortium shall be availed.

(vii) Any additional information requested in Appendix “A”.

2.4 Submission, Receipt, and Opening of Proposals

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

2.4.2 For each proposal, the consultants shall prepare an original and one copy. Each Technical Proposal shall be marked “ORIGINAL” or “COPY” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL” -

W.P ITEM NO. D11 RV/NKU 701 JOB NO 8285A

2.4.3 and shall bear the submission address and other information indicated in the Appendix “A” and warning, “DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.”
2.4.4 The completed Technical Proposals must be delivered at the submission address on or before ---------------- at 10:00 AM to the following address:

2.4.5

The Principal Secretary
Ministry of Health
P. O. Box 30016-00100
NAIROBI.

Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.

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

2.5 Proposal Evaluation General

2.5.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the client on any matter related to their proposal, they should do so in writing at the address indicated in the Appendix “A”. Any effort by any firm to influence the outcome of proposal evaluation, proposal comparison or Contract award decisions shall result in the rejection of the consultant’s proposal.

2.5.2 The evaluation shall comprise preliminary evaluation, technical proposal evaluation and due diligence.

2.6 Preliminary/ Mandatory Requirements

Each firm in the Consortium must submit certified documentary evidence to support the following:

2.6.1 Registration with the Ministry Land, Housing and Urban Development.
2.6.2 PIN and VAT Certificate.
2.6.3 Current Tax Compliance Certificate.
2.6.4 Certificate of Incorporation or Registration of Business Name from the Registrar of Companies or the Registrar of Business Names as appropriate. This should include change of particulars where applicable.
2.6.5 Duly signed Declaration Form (See section III).
2.6.6 Duly completed Confidential Business Questionnaire.
2.6.7 Technical Submission Form duly signed by all the Consulting firms in the Consortium.
2.6.8 Joint Venture Agreements where applicable. (see 2.3.3(ii))
2.6.9 Registration with their respective statutory registration boards.
2.6.10 Audited accounts for at least Three (3) consecutive years of the last five (5) years.
2.6.11 Duly signed consortium agreements certified by commissioner of Oaths for all participating parties.

Failure to submit any item under this section shall lead to automatic disqualification.
NB: The Client reserves the right to accept or reject any or all tenders, either in whole or in part.

2.7 Evaluation of Technical Proposal

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

<table>
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<tr>
<th>Criteria</th>
<th>Points (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>i Specific experience of the Consortium related to the assignment</td>
<td>15</td>
</tr>
<tr>
<td>ii Adequacy of the proposed work plan and methodology in responding to the terms of reference.</td>
<td>35</td>
</tr>
<tr>
<td>iii Qualifications and competence of the key staff for the assignment</td>
<td>45</td>
</tr>
<tr>
<td>iv Suitability to the transfer of Technology Programme (Training)</td>
<td>5</td>
</tr>
<tr>
<td><strong>TOTAL POINTS</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

Each responsive proposal will be given a technical score. The proposals that shall have satisfied the mandatory requirements and passed due diligence will be considered for further evaluation. After this evaluation, the firms will be ranked according to the points scored with Pass mark being 70%. Bidders who meet the minimum score may be invited for negotiations in the order of their scores starting from the highest. THE CLIENT will promptly notify other Consortia that they were unsuccessful.

2.7.2 Notes on the Criteria

i) **Specific experience of the consultants related to the assignment**

The proposal should clearly demonstrate the experience of the individual firms within the Consortium in carrying out work of similar nature, cost and magnitude. The Consortium should bear in mind that the proposed project consists of an ultra-modern hospital facility with a Main Hospital Building, Out-Buildings, Housing Units and External Works which will provide Integrated Health Services that will include Preventive, Promotive, Curative, Trauma, Accident and Emergency services. Information under this item should be clearly indicated on the “Firms References Form” under section III of this document.

ii) **Adequacy of the Proposed Work Plan and Methodology**

The proposal should present the methodological approach and the programme of works in such a way that their suitability in regard to the Terms of Reference can be assessed and they can be compared with other proposals. This includes a statement of the works organizational plan and the logistics.

The text should clearly state how the project activities are to be undertaken, the resources to be utilized and how the work is to be allocated among the Consortium members. It should also state how the Consortium will co-ordinate various activities with the Client and other relevant parties. The Consortium should also describe the control and monitoring systems that they intend to employ to ensure successful completion of the project in terms of quality, time, cost, energy efficiency and any new innovations.
Information under this item should be clearly indicated on the relevant forms under section III of this document.

iii) Qualification and competence of the Key Staff for the assignment
The biographical data on the personnel should have a cover sheet containing a summary and include here or in the text brief statements by the applicants on their suitability for the envisaged work and function.

Information under this item should be clearly indicated on the “Format of Curriculum Vitae (CV) For Proposed Professional Staff” form under section III of this document.

2.8 Due Diligence

The Consortium with the highest technical score will be subjected by the Client to due diligence as a final part of the evaluation exercise.

2.9 Negotiations

2.9.1 The procuring entity shall appoint a team for the purpose of the Negotiations.

2.9.2 Negotiations will be held at the same address as “address to send information to the Client” indicated in the Appendix “A”. The aim is to reach agreement on all points and sign a contract.

2.9.3 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the consortium to improve the Terms of Reference. MINISTRY OF LAND, HOUSING AND URBAN DEVELOPMENT and the consortium 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 where applicable. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the consortium can offer within the available budget and to clearly defining the inputs required from The Client to ensure satisfactory implementation of the assignment.

2.9.4 Having selected the consortium on the basis of, among other things, an evaluation of proposed key professional staff, The Client expects to negotiate the contract on the basis of the experts named in the proposal. Before contract negotiations, The Client will require assurances that the experts will be actually available. The Client shall not consider substitutions during contract negotiations and implementation 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 consortium shall be disqualified.
2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations The Client and the selected consortium will initial the agreed Contract. If negotiations fail, The Client will invite the consortium whose proposal received the second highest score to negotiate a contract.

2.10 Execution of Contract.

2.10.1 The Contract will be signed following successful negotiations and provision of appropriate Professional Indemnity Cover by each of the members of the Consortium.

2.10.2 The selected consortium is expected to commence the assignment on the date of signing the contract.

2.10.3 The parties to the contract shall have it signed not earlier than fourteen (14) days from the date of notification of contract award unless there is an administrative review request.

2.10.4 The procuring entity may at any time terminate procurement proceedings before contract execution and shall not be liable to any person for the termination.

2.10.5 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within fourteen (14) days of receiving the request from any tenderer.

2.10.6 To qualify for contract signing, each of the firms within the consortium 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.
(e) Must be tax compliant.

2.11 Confidentiality

2.11.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consortium 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 Client requires that the consortium observe the highest standards of ethics during the selection and award of the consultancy contract, and also during the performance of the assignment. The tenderers shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
2.12.2 The procuring entity will reject a proposal for award if it determines that the consortium recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.12.3 Further a consortium that is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

2.13 **Restriction on entering into related Contracts**

2.13.1 The consortium selected to carry out the assignment shall ensure that each firm in its consortium shall not enter into any other contract for the procurement of goods or works that follows from or is related to the original contract.
APPENDIX “A”

Appendix to Information to Consultants

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

Clause Reference

2.1.3 The method of selection is: Request For Proposals (RFP).

2.1.3 A Site visit to the hospital, can be made at the request of any interested bidder with consultations with the Client and/ Ministry of Land, Housing and Urban Development.

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

The Principal Secretary
Ministry of Health
P.O. Box 30016-00100
NAIROBI

2.1.4 The Client will provide the following inputs: Existing documentation for the bidders review.

2.1.4 The name, objectives, and description of the assignment are: AS PER the Terms of Reference (ToR).

2.2.1 The address (es) and telephone numbers of the Client are:

Ministry of Health,
P.O. Box: 30016-00100,
Nairobi, Kenya.
Tel: +254 020 2717077
Fax: +254 020 2713750
Email: ps@health.go.ke
Website: http://www.medical.go.ke

2.3.3 The minimum required experience of proposed key professional staff is five(5) years post registration, proof of such registration with the relevant professional body and current licenses. The minimum required experience for the Team leader in the Architectural firm is ten (10) years.

2.5.1 The address to send information to the Client is:

The Principal Secretary
Ministry of Health
P.O Box 30016-00100
NAIROBI
SECTION III: - TECHNICAL PROPOSAL STANDARD FORMS

Each firm within the Consortium shall be required to provide its own separate forms duly filled and signed.

These standard forms shall include:

1. Technical proposal submission form
2. Firm’s references
3. Comments and suggestions of consultants on the Terms of reference and on data, services and facilities to be provided by the procuring entity
4. Description of the methodology and work plan for performing the assignment
5. Team composition and Task assignments
6. Format of curriculum vitae (CV) for proposed professional staff
7. Time schedule for professional personnel
8. Activity (work schedule)
9. Declaration Forms
10. Confidential Business Questionnaire
11. List of currently on-going projects
12. Certificate of Attendance (Pre-Proposal Conference)
1. TECHNICAL PROPOSAL SUBMISSION FORM

(Lead Consultant’s Letter Head)

[___________ Date]

To: _____________________ [Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for ____________________ [Title of consulting services] in accordance with your Request for Proposal dated _________________ [Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal. Members of our consortium include the following firms: [indicate Name of Firm; Name and title of signatory]

1. Architectural Services………………………………… Authorization Signature]:
2. 
3. Quantity Surveying Services…………………………. Authorization Signature]:
4. 
5. Mechanical Engineering Services…………………… Authorization Signature]:
6. 
7. Electrical Engineering Services……………………… Authorization Signature]:
8. 
9. Civil/Structural engineering Services…………………… Authorization Signature]:

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:]

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2. Firm’s References

Relevant Services Carried Out in the Last Five Years
that Best Illustrate Qualifications

Each firm within the Consortium shall be required to provide its own separate forms
duly filled and signed.

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

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

Firm’s Name: ________________________________

Name and title of signatory; ______________________

_______________________________ [Authorized Signature]:

15
3. Comments and Suggestions of Consultants on the Terms of Reference and on Data, Services and Facilities to be Provided by the Client.

This may be submitted jointly by the Consortium as a single form

On the Terms of Reference:

1. 
2. 
3. 
4. 
5. 

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

1. 
2. 
3. 
4. 
5.
4. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

Each firm within the Consortium shall be required to provide its own separate forms duly filled and signed.
5. TEAM COMPOSITION AND TASK ASSIGNMENTS

*Each firm within the Consortium shall be required to provide its own separate forms duly filled and signed.*

1. Technical/Managerial Staff

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<thead>
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<th>Name</th>
<th>Position</th>
<th>Task</th>
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2. Support Staff

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<th>Name</th>
<th>Position</th>
<th>Task</th>
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Signature: ________________________
(Authorized representative)

Full Name: ________________________
Title: __________________________
6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Each firm within the Consortium is required to provide its own separate forms duly filled and signed.

Proposed Position: _____________________________________________________________

Name of Firm: _________________________________________________________________

Name of Staff: __________________________________________________________________

Profession: _____________________________________________________________________

Date of Birth: __________________________________________________________________

Years with Firm: ___________________________ Nationality: ______________________

Registration with relevant professional body (Attach copies of Certificate)
...........................................................................................................................................

Current Practicing License/Certificate/Status (Attach Copy)

Membership in Professional Societies: __________________________________________

________________________________________

Detailed Tasks to be 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 of such assignment].

________________________________________

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: (To be retained)

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: ___________________________________________________________________

(The Curriculum vitae must be up to date and signed by the professional and an authorized representative of the applicant.)

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL
Each firm within the *Consortium* shall be required to provide its own separate forms duly filled and signed.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Reports Activities Due/Activities</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
<th>9</th>
<th>10</th>
<th>11</th>
<th>12</th>
<th>Number of months</th>
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</tbody>
</table>

No. of Expected Reports Due: _________________________________

Total Activities Duration: _________________________________

Signature: ________________________
(Authorized representative)

Full Name: ________________________

Title: ______________________________

Address: ___________________________

8. **ACTIVITY (WORK) SCHEDULE –**
This may be submitted jointly by the Consortium as a single form

Activities to cover the entire Project period from inception to completion

(a). Field Investigation and Study Items

<table>
<thead>
<tr>
<th>Activity (Work)</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
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</tr>
</tbody>
</table>

(b). Completion and Submission of Reports

<table>
<thead>
<tr>
<th>Reports</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inception Report</td>
<td></td>
</tr>
<tr>
<td>Interim progress Report</td>
<td></td>
</tr>
<tr>
<td>Draft Report</td>
<td></td>
</tr>
<tr>
<td>Final Report</td>
<td></td>
</tr>
</tbody>
</table>

Signature: ________________________
(Authorized representative)

Full Name: ________________________

Title: ____________________________

Address: _________________________

9. DECLARATION FORM
Each firm within the Consortium shall be required to provide its own separate forms duly filled and signed.

“This Company/firm is not insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing. The company or its directors have not been debarred from participating in public procurements or ineligible on account of corruption or fraudulent practices.

This Company/Firm has not been involved in any corrupt practices and is not the subject of investigation by THE CLIENT.

The directors/partners of the Company/Firm proposed for the project are qualified to enter into contract with the Client in respect of section 33 of the Public Procurement and Disposal Act 2003.

Finally, the company has the necessary qualifications, capability, experience, resources, equipment and facilities to provide what is being procured.”

Name:........................................................................................................................................

Signature................................................................................ Position......................................................

Date...............................................................................................................................................  

Stamp.........................................................................................................................................

Yours sincerely,

_______________________________ [Authorized Signature]:

_______________________________ [Name and Title of Signatory]
 :
_______________________________ [Name of Firm]
 :
_______________________________ [Address:]
10. CONFIDENTIAL BUSINESS QUESTIONNAIRE
Each firm within the Consortium shall be required to provide its own separate forms duly filled and signed.

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) (c) whichever applies to your type of business.

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

**Part 1 – General:**

Business Name: ...........................................................................................................

Location of Business: ....................................................................................................

Plot No: ...........................................................................................................................

Street/Road: ....................................................................................................................

Postal Address: .............................................................................................................

Tel. No: ............................................................................................................................

Nature of Business: ....................................................................................................... 

Current Trade License No: ............................................................................................

Expiring Date: ...................................................................................................................

Maximum value of business which you can handle at any one time: K£ .................

Name of your bankers: ....................................................................................................

Branch: ............................................................................................................................

**Part 2 (a) – Sole Proprietor**

Your name in full; Age .................

Nationality: ... Country of origin: ............................................................

*Citizenship details: ......................................................................................................

**Part 2 (b) – Partnership:**
Give details of partners as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Nationality</th>
<th>Citizenship Details</th>
<th>Shares</th>
</tr>
</thead>
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<tr>
<td>5.</td>
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</tbody>
</table>

**Part 2 (c) – Registered Company:**

Private or public: .................................................................................................................. 

State the nominal and issued capital of the company:

Nominal K£.........................................................

Issued K£.........................................................

Give details of all directors as follows:-

<table>
<thead>
<tr>
<th>Name</th>
<th>Nationality</th>
<th>Citizenship Details</th>
<th>Shares</th>
</tr>
</thead>
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</tbody>
</table>

Date............................................................... Signature of Tenderer

- If Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration
10. **LIST OF CURRENTLY ON-GOING PROJECTS**

(Each firm within the Consortium is required to provide its own separate form duly filled signed)

<table>
<thead>
<tr>
<th>PROJECT NAME/DESCRIPTION</th>
<th>PROJECT LOCATION</th>
<th>PROJECT VALUE</th>
<th>LEVEL OF COMPLETION</th>
<th>NAME AND ADDRESS OF CLIENT/PHONE</th>
<th>NAME OF PROFESSIONAL STAFF INVOLVED</th>
</tr>
</thead>
</table>

Firm’s name.................................................................

Name and title of signatory...........................................

Signature........................................................................
SECTION IV: - TERMS OF REFERENCE

(a) BACKGROUND

The proposed project hereby called "Proposed Construction of Rongai Trauma Hospital- Nakuru County."

The project aims at creating facilities that are commensurate with the modern trends in trauma treatment hospital designs and that are commensurate with the gazetted status of the hospital.

(b) OBJECTIVES OF THE ASSIGNMENT

The objective of the consultancy is to review existing documentation, facilitate and develop the designs, specifications and Bills of Quantities for the execution of the proposed facilities comprising Main Hospital Building, Staff houses, 24 body mortuary, Kitchen/ Laundry, Administration block, Workshops and External works. In addition the consultants will be required to generate designs to improve aesthetics of the proposed hospital.

The consultants will also supervise the construction works from inception stage to the issuance of the certificate of making good defects.

The Consortium will assist the Government of Kenya in achieving the product within the constraints of time, budget and cost.

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 with any amendments thereto. Some of such amendments may arise from the donor conditions.

(c) SCOPE OF THE PROPOSED DEVELOPMENT

The development will consist of the following:

1. Master plan
   The consultant is expected to review the master plan prepared by earlier consultants and make any necessary adjustments in consultation with the client.

2. Trauma Hospital Facilities (With incorporated infrastructures for modern ICT) will have the following facilities among others:

   2.1 Main Hospital Building
   i) Accident/Emergency
   ii) Therapy and CSSU
   iii) MCH and Diagnosis Laboratory
   iv) Administration
   v) Theatre, Recovery Wards and Surgical Wards
   vi) Maternity Ward
   vii) Paediatric Wards
   viii) Welbeing Clinics
   ix) Ramps and Covered Walkways
2.2 Auxiliary Buildings
  x) Mortuary  
  xi) Generator, Switch Room etc  
  xii) Workshops and Gas Room  
  xiii) Public Toilets  
  xiv) Canteen/Shop  
  xv) Service Blocks  
  xvi) Kitchen Block  
  xvii) Incinerator  

2.3 Staff Houses
  xviii) Type E Flats  

2.4 External Works
  xix) Foul Drainage (Sewerage)  
  xx) Roads, Parkings and Storm Drains  
  xxi) Boundary Walls and Gates  
  xxii) Reinforced Concrete Water Tanks  
  xxiii) Landscaping  

2.5 Service Installations
  xxiv) Electrical Services  
  xxv) Mechanical Services  

(Detailed brief will be generated upon commissioning of the consultants)  

(d) SCOPE OF CONSULTANCY SERVICES (CONSORTIUM)  

The following are the Terms of Reference (T.O.R)  

A. The Consortium will be expected to study and review the services already provided by previous consultants including complete architectural, structural/civil, electrical/mechanical drawings together with the corresponding Bills of Quantities. Any necessary adjustment and adoption would be done in consultation and agreement with the client.  

B. The Consortium will be expected to partner with a Consultant selected by the donor through a joint venture.  

C. The Consortium will be expected to provide the services as follows:  

(i) Architectural Services  
  • Any additional services that may be required authorized and approved by the Client.
(ii) **Landscape Architectural Services**
- Any additional services that may be required authorized and approved by the Client.

(iii) **Interior Design**

(iv) **Quantity Surveying Services**
- 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.
- Any additional services that may be required authorized and approved by the Client.

(v) **Structural & Civil Engineering Services**
- 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.
- Any additional services that may be required authorized and approved by the Client.

(vi) **Mechanical & Electrical Engineering Services**
  - Any additional services that may be required authorized and approved by the Client.

(vii) **Environmental Studies**
- As provided for under EMCA laws of Kenya 1999.
(viii) Land Surveying.
- Conditions of Engagement shall be as per Survey Act schedule eight and Institute of Surveyors of Kenya, (Land Surveyors Chapter - MISK) non - title Survey guidelines.

(e) REPORTS AND TIME SCHEDULE
The Consortium shall be expected to submit the following reports to the Client or his representative during the performance of the assignment.

Pre-Contract Stage (Design stage)
- Control Survey, both horizontal and vertical control.
- Establishment of boundaries.
- Detailed Topographical and Cadastral Survey.
- Preliminary sketch designs and associated cost estimates.
- Approved final design drawings and amended cost estimates
- Complete set of Tender documents comprising approved production drawings, bills of quantities for main works and specialist works.
- Priced bills of quantities for main works and relevant specialist works
- Tender evaluation report for main works and 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)
- Setting Out Survey Work.
- As built Survey
- 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/Suppliers
- 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
- Environmental Audit Reports.

(f) DATA, SERVICES, PERSONNEL AND FACILITIES TO BE PROVIDED BY THE CLIENT
• Available site data.
• Project brief.
• Any other useful information available.

(g) 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 Land. Housing and Urban Development
SECTION V:

REPUBLIC OF KENYA

STANDARD FORM OF CONTRACT

FOR

CONSULTING SERVICES

(Large Assignments)
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   3.6 Reporting Obligations.................................................................... 44
1. The Client 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

MINISTRY OF HEALTH

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 client] of [Postal Address] whose registered office is situated at [location of office] (hereinafter called the “Client”) 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 Client has requested the Consultant to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);

(b) The Consultant, having presented to the Client 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 Client

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:

(a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
(b) The Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.
For and on behalf of _________________________________ [name of client]

[Full name of Client’s 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 _______________________________________

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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” means 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 Client under this Contract;

(i) “Party” means the Client 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 Client 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 Client 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

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

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

2.3 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.

2.4 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.

2.5 Force Majeure

2.5.1 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.

2.5.2 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.

2.5.3 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.

2.5.4 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.

2.6 Termination
2.6.1 By the Client
The Client 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 Client 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 Client, 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 any thing 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 Client, 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 Client of the benefits of free and open competition.

(e) If the Client in his sole discretion decides to terminate this Contract.

2.6.2 By the Consultant
The Consultant may terminate this Contract by not less than thirty (30) days written notice to the Client, such notice to be given after the occurrence of any of the following events;

(a) If the Client 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.

2.6.3 Payment upon Termination
a. Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client 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 Client shall not be liable to pay any other amounts to the Consultant.

3. OBLIGATIONS OF THE CONSULTANT

3.1 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 Client and shall at all times support and safeguard the Client’s legitimate interests in any dealing with Sub consultants or third parties.

3.2 Conflict of Interests

3.2.1 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 Client 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 Client 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 Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of the Client.

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.

3.3 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 Client’s business or operations without the prior written consent of the Client.

3.4 Insurance to be Taken Out by the Consultant
The Consultant (a) shall take out and maintain and shall cause 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 Client, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at the Client’s request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultant’s Actions Requiring Client’s Prior Approval
The Consultant shall obtain the Client’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 Client 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 be the Property of
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 Client and the Consultant shall, not later than upon termination or expiration of this
the Client Contract, deliver all such documents and software to the Client 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 Client.

4.2 Removal and/or Replacement of Personnel (a) Except as the Client may otherwise agree, no changes shall 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 Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client’s written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.

(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 CLIENT

5.1 Assistance and Exemptions The Client 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 Change 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 Client shall make available to the Consultant the Services and Facilities listed under Appendix D.

6. PAYMENTS TO THE CONSULTANT

6.1 Consultants Remuneration


6.2 Payment for Additional Services

For the purposes of determining the remuneration due for additional services as 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 Land, Housing and Urban Development.

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 Land, Housing and Urban Development. All payments shall be made after the conditions for such payment have been met and the Consultant has submitted an invoice to the Client specifying the amount due.

6.5 Interest on delayed Payment

Payment will be made within sixty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4. If the Client 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.

VI. **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 Land, Housing and Urban Development save wherein such conditions are expressly excluded. Where such conditions contradict the provisions of this contract, the provisions of this contract shall prevail.

<table>
<thead>
<tr>
<th>Number of GC Clause</th>
<th>Amendments of and Supplements to Clauses in the General Conditions of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1(h)</td>
<td>The Member in Charge (also referred to as the lead consultant) is______________ [name of Member].</td>
</tr>
<tr>
<td>1.4</td>
<td>The addresses are:</td>
</tr>
<tr>
<td></td>
<td><strong>Client:</strong></td>
</tr>
<tr>
<td></td>
<td><strong>The Principal Secretary</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Ministry of Health</strong></td>
</tr>
<tr>
<td></td>
<td><strong>P.O Box 30016-00100</strong></td>
</tr>
<tr>
<td></td>
<td><strong>NAIROBI</strong></td>
</tr>
<tr>
<td></td>
<td>Cathedral Road</td>
</tr>
<tr>
<td></td>
<td>Afya House, NAIROBI</td>
</tr>
<tr>
<td></td>
<td>Telephone : +254 020 2717077</td>
</tr>
<tr>
<td></td>
<td>Facsimile : +254 020 2713750</td>
</tr>
</tbody>
</table>

**Consultant:**

| Attention: | |
| Telephone; | |
| Telex: | |
| Facsimile: | |

1.6 The Authorized Representatives are:

For the Client: THE PRINCIPAL SECRETARY

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 Client.
(ii) Loss of or damage to consultant’s equipment and property.
VII. Appendices

APPENDIX A – DESCRIPTION OF THE SERVICES

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

APPENDIX B – REPORTING REQUIREMENTS

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

APPENDIX C – KEY PERSONNEL AND SUBCONSULTANTS

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 CLIENT

To be identified.