



THE JOMO KENYATTA FOUNDATION

REQUEST FOR PROPOSALS (RFP) FOR FEASIBILITY STUDY ON DEVELOPMENT OF THE JOMO KENYATTA FOUNDATION PARCEL OF LAND AT KIJABE STREET

RFP No. JKF/RFP/08/2017-18

NAME OF BIDDER:

POSTAL ADDRESS:

PHYSICAL ADDRESS:

TELEPHONE No.:

E-MAIL ADDRESS:

OCTOBER, 2017

TABLE OF CONTENTS

	Page
INTRODUCTION	3
SECTION I LETTER OF INVITATION	4
SECTION II INFORMATION TO CONSULTANTS	5
APPENDIX TO INFORMATION TO CONSULTANTS.....	20
SECTION III GENERAL CONDITIONS OF CONTRACT.....	21
SECTION IV SPECIAL CONDITIONS OF CONTRACT.....	27
SECTION V TERMS OF REFERENCE	28
SECTION VI TECHNICAL SPECIFICATIONS.....	31
SECTION VI STANDARD FORMS.....	43

SECTION I - TENDER NOTICE

TENDER REF No.: JKF/RFP/08/2017-18

TENDER NAME: Request for Proposals for feasibility study on development of the Jomo Kenyatta Foundation parcel of land along Kijabe Street, Nairobi.

The Jomo Kenyatta Foundation (JKF) invites sealed tenders from eligible providers of the above services.

Interested eligible candidates may obtain complete set of tender document by downloading from the JKF website www.jkf.co.ke or the IFMIS website www.supplier.treasury.go.ke.

Duly completed bid documents clearly marked “**JKF/RFP/08/2017-18 Request for Proposals for feasibility study on development of the Jomo Kenyatta Foundation parcel of land along Kijabe Street, Nairobi**” in plain sealed envelope should be deposited in the tender box located at the reception area on or before 8th November 2017 at 2.30 p.m. or addressed to:-

The Managing Director,
The Jomo Kenyatta Foundation,
Enterprise Road, Industrial Area,
P.O. Box 30533 - 00100,
Nairobi. Tel. +254 020 557222, 531965
Web site: www.jkf.co.ke

Tenders will be opened thereafter in the JKF Boardroom in the presence of bidders and/or their representatives who may wish to attend.

JKF reserves the right to accept or reject any tender either wholly or in part without giving reasons thereof and does not bind itself to accept the lowest or any tender.

SECTION II – INFORMATION TO CONSULTANTS (ITC)

Table of Contents		Page
1.1	Introduction	6
1.2	Clarification and amendment of RFP document	7
1.3	Preparation of Technical Proposal.....	7
1.4	Preparation of Financial Proposal.....	7
1.5	Amendment of tender documents	8
1.6	Language of tenders	8
1.7	Documents comprising the tender	8
1.8	Form of tender	9
1.9	Tender prices	9
1.10	Tender currencies	9
1.11	Tenderers eligibility and qualifications	9
1.12	Tender security	10

1.13	Validity of tenders	11
1.14	Format and signing of tenders	11
1.15	Sealing and marking of tenders	12
1.16	Deadline for submission of tenders	12
1.17	Modification and withdrawal of tenders	13
1.18	Opening of tenders	14
1.19	Clarification of tenders	14
1.20	Preliminary Examination	14
1.21	Conversion to other currencies	15
1.22	Evaluation and comparison of tenders	15
1.23	Contacting the procuring entity	17
1.24	Post-qualification	17
1.25	Award criteria	18
1.26	Procuring entities right to vary quantities	18
1.27	Procuring entities right to accept or reject any or all tenders ...	18
1.28	Notification of award	18
1.29	Signing of Contract	19
1.30	Performance security	19
1.31	Corrupt or fraudulent practices	19

SECTION II INFORMATION TO CONSULTANTS

2.1 Introduction

- 2.1.1 This Request for proposals is open to all consultants as described in the information to consultants. Successful consultants shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the proposal documents.
- 2.1.2 The Jomo Kenyatta Foundation employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the proposal unless where specially allowed under section 131 of the Act.
- 2.1.3 Consultants shall provide the qualification information statement that the consultants (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Jomo Kenyatta Foundation to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for proposals.
- 1.1. Consultants involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of the proposal

- 2.2.1 The consultants shall bear all costs associated with the preparation and submission of its proposal, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the consultancy process.

2.2.2 The procuring entity shall allow the consultant to review the proposal document free of charge before purchase.

2.3 Contents of proposal

2.3.1 The proposal comprises of the documents listed below and addenda issued in accordance with clause 6 of these information to consultants.

- 2.1 Instructions to tenderers
- 2.2 General Conditions of Contract
- 2.3 Special Conditions of Contract
- 2.4 Schedule of Requirements
- 2.5 Details of service
- 2.6 Form of tender
- 2.7 Price schedules
- 2.8 Contract form
- 2.9 Confidential business questionnaire form
- 2.10 Tender security form
- 2.11 Performance security form
- 2.12 Principal's or manufacturers authorization form
- 2.13 Declaration form

2.3.2 The consultant is expected to examine all information, forms, terms, and specifications in the proposal. Failure to furnish all information required by the Request for Proposals or to submit a proposal not substantially responsive to the RFP in every respect will be at the consultants risk and may result in the rejection of its proposal.

2.4 Clarification of RFP Documents

2.4.1 A consultant making inquiries of the proposal document may notify The Jomo Kenyatta Foundation in writing or by post, fax or email at the entity's address indicated in the Letter of Invitation for proposals. The Client will respond in writing to any request for clarification of the proposal documents, which it receives no later than seven (7) days prior to the deadline for the submission of proposals, prescribed by the Client. Written copies of the client's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all invited consultants who intend to submit the proposals.

2.4.2 The client shall reply to any clarifications sought by the consultants within 3 days of receiving the request to enable the consultant to make timely submission of its proposal.

2.5 Amendment of documents

2.5.1 At any time prior to the deadline for submission of proposals, The Jomo Kenyatta Foundation, for any reason, whether at its own initiative or in response to a clarification requested by a prospective consultant, may modify the proposal documents by issuing an addendum.

- 2.5.2 All consultants who have obtained the proposal documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
- 2.5.3 In order to allow consultants reasonable time in which to take the amendment into account in preparing their proposals, the client, at its discretion, may extend the deadline for the submission of proposals.

2.6 Language of proposal

- 2.6.1 The proposal prepared by the consultant, as well as all correspondence and documents relating to the proposal exchanged by the consultant and the Procuring entity shall be written in English language. Any printed literature furnished by the consultant may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.6.2 Documents Comprising the Tender

The proposal prepared by the consultant shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

2.7 Form of Tender

- 2.7.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.8 Tender Prices

- 2.8.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.8.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 2.8.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

- 2.8.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.8.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.8.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.9 Tender Currencies

- 2.9.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

2.10 Tenderers Eligibility and Qualifications.

- 2.10.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.10.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.11 Tender Security

- 2.11.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender. The tender security shall be in the amount not exceeding 2 per cent of the tender price.
- 2.11.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.11.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:
 - a) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.
 - e) Or guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund.
- 2.11.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.20
- 2.11.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.

2.11.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

2.11.7 The tender security may be forfeited:

(a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or

(b) In the case of a successful tenderer, *if* the tenderer fails:

(i) to sign the contract in accordance with paragraph 30

or

(ii) to furnish performance security in accordance with paragraph 31.

(c) If the tenderer rejects, correction of an error in the tender.

2.9 Validity of Tenders

2.9.1 Tenders shall remain valid for 60 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.9.2 In exceptional circumstances, the client may solicit the consultant's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.12 Format and Signing of

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

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

2.12.3 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix "ITC".

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

2.12.4 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

2.13 Sealing and Marking of Proposals

2.13.1 The consultant shall seal the original and each copy of the proposal in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:

(a) Be addressed to The Jomo Kenyatta Foundation at the address given in the letter of invitation.

(b) Bear, proposal number and name in the letter of invitation for proposals and the words: “DO NOT OPEN BEFORE 8th November 2017 at 2.30 p.m.”

2.13.2 The inner envelopes shall also indicate the name and address of the consultant to enable the proposal to be returned unopened in case it is declared “late”. —

- i. If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the client will assume no responsibility for the proposal’s misplacement or premature opening.

2.14 Deadline for Submission of Proposals

2.14.1 Proposals must be received by The Jomo Kenyatta Foundation at the address specified under paragraph 2.15.2 no later than 8th November 2017 at 2.30 p.m.

2.14.2 The Jomo Kenyatta Foundation may, at its discretion, extend this deadline for the submission of proposals by amending the proposal documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and consultants previously subject to the deadline will thereafter be subject to the deadline as extended.

2.14.3 Bulky proposals which will not fit in the tender box shall be received by The Jomo Kenyatta Foundation as provided for in the appendix.

2.15 Modification and withdrawal of proposals

2.15.1 The consultants may modify or withdraw its proposal after the proposal’s submission, provided that written notice of the modification, including substitution or withdrawal of the proposal is received by The Jomo Kenyatta Foundation prior to the deadline prescribed for the submission of proposals.

2.15.2 The consultant’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A

withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of proposals.

2.15.3 No proposal may be modified after the deadline for submission of proposals.

2.15.4 No proposal may be withdrawn in the interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the consultant on the Proposal. Withdrawal of a proposal during this interval may result in the consultant's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.15.5 The Jomo Kenyatta Foundation may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.15.6 The Jomo Kenyatta Foundation shall give prompt notice of the termination to the consultants and on request give its reasons for termination within 14 days of receiving the request from any consultant.

2.16 Opening of proposals

2.16.1 The Jomo Kenyatta Foundation will open all tenders in the presence of tenderers' representatives who choose to attend on 8th November 2017 at 2.30 p.m. and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.16.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.

2.16.3 The Jomo Kenyatta Foundation will prepare minutes of the proposals opening which will be submitted to the consultants that signed the proposals opening register and will have made the request.

2.17 Clarification of proposals

2.17.1 To assist in the examination, evaluation and comparison of proposals the client may at its discretion, ask the consultant for a clarification of its proposal. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.

2.17.2 2.18.2 Any effort by the consultant to influence the procuring entity in the procuring entity's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposals.

2.18 Preliminary Examination and Responsiveness

2.20.1 The Jomo Kenyatta Foundation will examine the proposals to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the proposals are generally in order.

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its proposal will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 The Jomo Kenyatta Foundation may waive any minor informality or nonconformity or irregularity in a proposal which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any consultant.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each proposal to the proposal documents. For purposes of these paragraphs, a substantially responsive proposal is one which conforms to all the terms and conditions of the proposal documents without material deviations. The Procuring entity's determination of a proposal's responsiveness is to be based on the contents of the RFP itself without recourse to extrinsic evidence.

2.20.5 If a proposal is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the consultant by correction of the nonconformity.

2.21 Conversion to a single currency

2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

2.22 Evaluation and comparison of proposals.

2.22.1 The Jomo Kenyatta Foundation will evaluate and compare the proposals which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The Procuring entity's evaluation of a proposal will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) Operational plan proposed in the tender;

(b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

(a) ***Operational Plan.***

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders' offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) *Deviation in payment schedule.*

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.17.4 The evaluation committee shall evaluate the proposals within 30 days from the date of opening the proposals.

2.17.4.1 To qualify for contract awards, the consultant shall have the following:-

2.13.1.1. Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

2.13.2. Legal capacity to enter into a contract for procurement

2.13.3. 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

2.13.4. Shall not be debarred from participating in public procurement.

2.23. Contacting the procuring entity

2.23.1 Subject to paragraph 2.19, no consultant shall contact the procuring entity on any matter relating to its proposal, from the time of the proposals opening to the time the contract is awarded.

2.22.5 Any effort by a consultant to influence the procuring entity in its decisions on proposals evaluation proposals comparison or contract award may result in the rejection of the consultant's proposal.

2.24 Award of Contract

a) Post qualification

2.24.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the consultant's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the consultants' qualifications submitted by the consultant, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary

and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the consultant. A negative determination will result in rejection of the consultant's proposal, in which event the Procuring entity will proceed to the next highest evaluated proposal to make a similar determination of that consultant's capabilities to perform satisfactorily.

b) Award Criteria

2.24.3 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful consultant whose proposal has been determined to be substantially responsive and has been determined to be the highest evaluated proposal, provided further that the consultant is determined to be qualified to perform the contract satisfactorily.

The procuring entity reserves the right to accept or reject any proposal and to annul the RFP process and reject all proposals at any time prior to contract award, without thereby incurring any liability to the affected consultant or consultants or any obligation to inform the affected consultant or consultants of the grounds for the procuring entity's action. If the procuring entity determines that none of the consultants is responsive; the procuring entity shall notify each consultant who submitted a proposal.

A consultant who gives false information in the proposal document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Notification of award

2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the consultant and the procuring entity pursuant to clause 2.29. Simultaneously the other consultants shall be notified that their proposals have not been successful.

2.25.3 Upon the successful consultant's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful consultant and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

2.26.1 At the same time as the Procuring entity notifies the successful consultant that its proposal has been accepted, the Procuring entity will simultaneously inform the other consultants that their proposals have not been successful.

- 2.23.2 Within fourteen (14) days of receipt of the Contract Form, the successful consultant shall sign and date the contract and return **it** to the Procuring entity.
- 2.23.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.27 Performance Security

- 2.27.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.
- 2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

- 2.28.1 The Procuring entity requires that consultants observe the highest standard of ethics during the procurement process and execution of contracts. A consultant shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.26.2 The procuring entity will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 2.26.3 Further, a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to information to consultants

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

Information to consultants	Particulars of appendix to information to consultants
2.1	Particulars of eligible consultants
2.10	Particulars of other currencies allowed.
2.11	Particulars of eligibility and qualifications documents of evidence required.
2.12	Particulars of tender security if applicable.
2.13	Tenders must remain valid for a period not less than 120 days .

2.22	Bidders may be required to make a presentation to the Evaluation Committee as part of the Technical evaluation.
2.24	Particulars of post – qualification if applicable
2.30	Particulars of performance security if applicable
Other's as necessary	Complete as necessary

SECTION III GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS

	Page	
3.1	Definitions	22
3.2	Application	22
3.3	Standards	22
3.4	Use of contract documents and information	
3.5	Patent Rights	23
3.6	Performance security	23
3.7	Inspections and tests	23
3.8	Payment	24
3.9	Prices	24
3.10	Assignment	24
3.11	Termination for default	24
3.12	Termination for insolvency	25
3.13	Termination for convenience	25
3.14	Resolution of disputes	26
3.15	Governing language	26
3.16	Force majeure	26
3.17	Applicable law	26
3.18	Notices	26

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

In this contract the following terms shall be interpreted as indicated:

- a) “The contract” means the agreement entered into between the Procuring entity and the consultant as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the consultant under the Contract for the full and proper performance of its contractual obligations.
- c) “The services” means services to be provided by the contractor including materials and incidentals which the consultant is required to provide to the Procuring entity under the Contract.

- d) “The Procuring entity” means **The Jomo Kenyatta Foundation** organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

3.2 **Application**

These General Conditions shall apply to the extent that they are not superseded by provisions of other part of contract.

3.3 **Standards**

- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

3.5 **Patent Right’s**

The consultant shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof .

3.6 **Performance Security**

Within twenty eight (28) days of receipt of the notification of Contract award, the successful consultant shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

- 3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the consultant’s failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:
 - a) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.
 - e) Or guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund, Uwezo Fund or the Women Enterprise Fund.
- 3.6.4 The performance security will be discharged by the procuring entity and returned to the consultant not later than thirty (30) days following the date of completion of

the consultant's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

- 3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the consultant in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.7.2 The inspections and tests may be conducted on the premises of the consultant or its subcontractor(s). If conducted on the premises of the consultant or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the consultant shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.
- 3.7.4 Nothing in paragraph 3.7 shall in any way release the consultant from any warranty or other obligations under this Contract.

3.8 Payment

- 3.8.1 The method and conditions of payment to be made to the consultant under this Contract shall be specified in SCC

3.9 Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC , vary from the prices by the consultant in its proposal or in the procuring entity's request for proposal validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 Assignment

The consultant shall not assign, in whole or in part, its obligations to perform under this contract, except with the procuring entity's prior written consent.

3.11 Termination for Default

The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the consultant, terminate this Contract in whole or in part:

- a) if the consultant fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) If the tenderer fails to perform any other obligation(s) under the Contract.
- c) If the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

3.12 Termination of insolvency

The procuring entity may at any time terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

3.13 Termination for convenience

- 3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15 Governing Language

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

3.16 Force Majeure

The contractor shall not be liable *for* forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.17 Applicable Law.

The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC

3.18 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.6	Specify performance security if applicable
3.8	Specify method and conditions of performance
3.9	Specify price adjustments allowed
23.14	Specify resolution of disputes
3.17	Laws of Kenya
3.18	Indicate addresses of both parties
Other's as necessary	Complete as necessary

- 1.3 The following **documentary evidence** in support of the bid (where appropriate) must be submitted together with the tender documents.

- (i) A copy of certificate incorporation or registration.
- (ii) A copy **valid** of Tax compliance certificate from the Kenya Revenue Authority.

- (iii) Current membership to the respective/ relevant professional body for all professionals involved.
- (iv) A write-up detailing how you intend to meet our terms of reference.
- (v) A brief profile of the consultant including description of the firm/consortium members' incorporation details (Certificate of Incorporation, Article of memorandum, Joint Venture Agreements);
- (vi) Documentary proof of experience in carrying out at least one similar assignment in the last Five (5) years
- (vii) Demonstrated capability and experience in the field of Feasibility Study.
- (viii) Names and CV's covering professional qualifications of key personnel to be actively involved in the consultancy. Attach certified copies of academic certificates of key staff to be dedicated to the project.
- (ix) Bidders may be required to make a presentation on how they propose to implement the system to a JKF evaluation team.

SECTION V: TERMS OF REFERENCE

Study Background

JKF possesses on leasehold a parcel of land along Kijabe Street, Nairobi measuring 0.1148 acres. The land is currently developed, having a building with a basement warehouse, ground floor and 1st floor.

JKF wishes to demolish the current facility and develop a modern office block on this property, hence these terms of reference.

Study Objectives

1. Establish whether the project is viable.
2. Help identify feasible options.
3. Feasibility study to provide the Board and Management of JKF with a basis of making an informed decision before investing into the project.
4. The study report will be used as a basis to source for funds for the said development

Study Results

1. To establish the possible extent of re-development of the plot at Kijabe street.
2. To give a detailed assessment of the technical, economic, financial, environmental and sociological benefits that may accrue from such development.
3. To give an assessment of the cost outlay and implication to the Foundation.
4. To give a detailed plan for the project activities.
5. To establish the permits, licences, authorizations and other legal and statutory approvals required from various institutions to come up with the proposed project development.
6. A draft Financial proposal for use in sourcing for funds

Deliverables

- a) A detailed report giving the extent of development, possible duration of the project and expected costs.
- b) An appraisal report
- c) Cost layout report
- d) Layout plan for the proposed project, infrastructure and conceptual design.
- e) Report on the required legal and statutory approvals.
- f) Financial proposal.

Criteria for short-listing

Firms will be shortlisted for issuance of tender for the Feasibility Study on the basis of the following criteria:

- a) A brief profile of the consultant, including description of the firm/consortium member's incorporation details (Certificate of Incorporation, Article of Memorandum, and Joint Venture Agreements).
- b) Documentary proof of experience in carrying out at least three similar assignment in the last 5 years, both structural and costing (Bill of Quantity (BQ))
- c) Demonstrated capability and experience in the field of Feasibility study.
- d) Names and CVs covering professional qualifications of key personnel to be actively involved in the consultancy. Attach certified copies of academic certificates of key staff to be dedicated to the project.

SPECIFIC ACTIVITIES AND CORRESPONDING TIMELINES

Please provide a schedule of activities showing time require to accomplish each activity. (This is just a guide)

No.	Tasks with specific milestone	Week	Week	Week	Week	Week	Week
		1	2	3	4	5	6
1.							
2.							
3.							
4.							
5.							
6.							

PRICE SCHEDULE OF SERVICES

Name of Tenderer _____ Tender Number _____. Page ____ of _____.

1	2	3	4	5	6	7
Item	Description	Quantity & quality	Duration	Unit Price	Total Price	Unit Price of other incidental services payable

Signature of tenderer _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

EVALUATION CRITERIA

1. PRELIMINARIES SECTION – MANDATORY

Any single condition not complied with in this section shall lead to disqualification of the Bidder.

No.	Company	Yes or No
1.	Certificate of incorporation/Registration	
2.	Valid tax compliance certificate	
3.	Membership to respective relevant professional body	
4.	Write-up showing how to meet the Terms of Reference	
5.	Duly filled and signed Confidential Business Questionnaire	
6.	Duly filled and signed Form of Tender	

2. TECHNICAL EVALUATION:

The evaluation narrowed down to how the bidders' presentations focused on the items in the terms of reference.

No.	Terms of Reference	Marks
1.	A brief profile of the consultant including description of the firm/consortium members	10
2.	Experience in carrying out at least one similar assignment	10
3.	Demonstrated capability and experience in the field of Feasibility Study	10
4.	CV's covering professional qualifications of key personnel	10
5.	Options for development	10
6.	Assessment of benefits	10
7.	Assessment of costs and implications	10

8.	Focus on project objectives and specifications	10
9.	Financial sourcing	10
10.	Execution period	10

A pass mark of 70% of the allocated marks will allow a bidder to proceed to the financial evaluation.

3. FINANCIAL EVALUATION:

The formula below will used to allocate the weighted score on the financials.

$$FS = 20 * FM / F$$

Where; FS is the Financial Score; FM is the lowest offer quoted which equals to 20 points. F is the offer of the tender under consideration (Total Amount Quoted).

4. COMBINED SCORE:

Technical evaluation will constitute 80% and financial evaluation 20%.

SECTION VI- STANDARD FORMS

FORM OF TENDER

Date _____
Tender No. _____

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*, the of which is hereby duly acknowledged, we, the undersigned, offer to provide. *[description of services]* in conformity with the said tender documents for the sum of . *[total tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).

4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 2017

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(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 _____ General:

Business Name
 Location of business premises.....
 Plot No. Street/Road
 Postal Address Tel. No.Fax
 Email
 Nature of business
 Registration Certificate No.

Maximum value of business which you can handle at any one time Kshs.

Name of your bankers Branch

Part 2(a) – Sole Proprietor:

Your name in full Age
 Nationality Country of origin
 Citizenship details.....

Party 2(b) – Partnership

Give details of partners as follows

	Name Nationality	Citizenship Details	Shares
1.
2.
3.
4.

Part 2(c) – Registered Company:

Private or public

State the nominal and issued capital of the company –

Nominal KSh.

Issued KSh.

Give details of all directors as follows

	Name Nationality	Citizenship Details	Shares
1.
2.
3.
4.

Date..... Signature of Tenderer

If a citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration