



REPUBLIC OF KENYA

PARLIAMENT
OF KENYA
LIBRARY

**THE KENYA NATIONAL ASSEMBLY
(KNA)**

REQUEST FOR PROPOSALS (RFP)

Project Name:

**Project for the Improvement of Library Services and
Establishment of Research and Legal Services
(EU-DGSP/UK-DFID Support to the Kenya National
Assembly)**

Title of Consulting Services:

**Library Consulting Services for Improvement and
Development of Library Services into Modern
Parliamentary Library and Information Resource Center
for the Kenya National Assembly**



SECTION A: LETTER OF INVITATION

To _____ [date]

[Name and address of Consultant]

Dear Sir,

**RE: Improvement and Development of the Library Services into
Modern Parliamentary Library and Information Resource
Center.**

The Clerk of the Kenya National Assembly invites proposals to provide the following consulting services: **Improvement and Development of the Library Services into Modern Parliamentary Library and Information Resource Center.**

More details on the services are provided in the attached Terms of Reference.

The Request for Proposals includes the following documents:

- Section A: Letter of Invitation
- Section B: Information to Consultants
- Section C: Technical Proposal – Standard Forms
- Section D: Financial Proposal – Standard Forms
- Section E: Terms of Reference
- Section F: Standard Form of Contract

Please inform us, upon receipt:

- (a). that you have received the letter of invitation; and
- (b). whether you will submit a proposal alone or in association

Yours sincerely,

For: The Clerk of the National Assembly,
Kenya National Assembly

(ii) FIRM'S REFERENCES

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

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

Assignment:	Country	
Location within Country:	Professional Staff provided by Your Firm/Entity (profiles)	
Name of Client:	No. of Staff:	
Address:	No of Staff-Months; Duration of Assignment:	
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (Kshs)
Name of Associated Consultants. If any:	No. of Months of Professional Staff Provided by Associated Consultants	
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Firm's Name: _____

Name and title of signatory: _____

INTERNATIONAL ACCOUNTING LIBRARY
ACQUISITION No. _____
DATE _____

(iii) COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT.

On the Terms of Reference:

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

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

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

**(iv) DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR
PERFORMING THE ASSIGNMENT**

CENTRAL ASSEMBLY LIBRARY

SESSION No. _____

REGISTRATION _____

(V) TEAM COMPOSITION AND TASK ASSIGNMENT

1. Technical/ Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

(vi) FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ Nationality _____

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Employment Record

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

Certification:

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

_____ Date: _____
(Signature of staff member)

_____ Date: _____
(Signature of authorized representative of the firm)

Full name of staff member: _____

Full name of authorized representative: _____

(vii) TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Name	Position	Reports Due / Activities	Months (in the form of a Bar Chart)								Number of months
			1	2	3	4	5	6	7	8	

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized Representative)

Full Name: _____

Title: _____

Address: _____

IV. Appendices

APPENDIX A - DESCRIPTION OF THE SERVICES

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by 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 Subconsultants (if already available); same information with respect to their Personnel as in C-1.

APPENDIX D - BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

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

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

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

APPENDIX E - BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

List here the elements of cost used to arrive at the breakdown of the lump-sum Price.

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

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

APPENDIX F - SERVICES AND FACILITIES PROVIDED BY THE CLIENT

APPENDIX "A"

Clause Reference

1.2 & 2.1 The name of the Client is:

***The Clerk of the National Assembly
Kenya National Assembly***

The method of selection is: ***Quality and Cost Based Selection***

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

The name, objectives and description of the assignment are: ***Improvement and Development of the Library Services into Modern Parliamentary Library and Information Resource Center.***

A Pre-proposal conference will be held: **Yes**

The name(s), and address (es) and telephone numbers of the Client's official(s) are:

***The Clerk of the National Assembly,
P. O. Box 41482, Nairobi
Tel 221291***

1.2 The client will provide the following project documents at a nominal fee at the time of Tendering.

- a) The KNA strategic Plan***
- b) The KNA/EU-DGSP/DFID Project document.***
- c) UNDESA project document.***
- d) The Needs Assessment Report on Legal, Research and Library Services for KNA***

3.3 (i) the estimated duration of the assignment is 3 months

The minimum experience required of the proposed professional staff is: -

Library Consultant: MA (Librarianship)	10 years
Librarian Technical Services: MA (Librarianship)	8 years
Librarian Reference Services MA (Librarianship)	8 years
Librarian Multimedia Services MA (Librarianship)	8 years
ICT Librarian MA (Librarianship)	8 years
Archivist/ Records Manager: MA (Archival Studies)	8 years

3.5 (vii) Training is a specific component of this assignment: **No**
(viii) Additional information in the Technical Proposal: **N/A**

3.8 Taxes:

The Consultant shall be liable to pay taxes, duties and levies including VAT in accordance with the laws of Kenya, and the client shall not reimburse any amount paid in this context.

4.5 Consultant shall submit an original and five (5) additional copies of each proposal

4.6 The proposal submission address is:

**The Clerk of the National Assembly,
Kenya National Assembly,
Parliament Buildings,
P. O. Box 41482,
Nairobi.**

The outer envelope shall also be clearly marked:

**Transforming the Kenya National Assembly Library into
a Modern Parliamentary Library and Information
Resource Center.**

4.7 Proposals must be submitted no later than the following date and time: **16th August 2005 at 12.00 noon**

5.3 The address to send information to the Client is:

**The Clerk of the National Assembly,
Kenya National Assembly,
Parliament Buildings,
P. O. Box 41482,
Nairobi**

5.4 The minimum technical score required to pass is 75%

5.10 Alternative formulae for determining the financial score is the following: **None**

The weights given to the Technical and Financial Proposals are:

T = 0.80

P = 0.20

The assignment is expected to commence **immediately after signing of the contract by all parties.**

4. Outputs

- 4.1. Skills audit report,
- 4.2. Job descriptions for the Library staff,
- 4.3. Training Programme for the staff,
- 4.4. A library collection development policy,
- 4.5. Requirements for a Modern Parliamentary library and Resource center
- 4.6. Recommendations for a library database and website,
- 4.7. Detailed requirements for Cyber cafes in main library and in Continental House,
- 4.8. Online system for managing non-book materials,
- 4.9. An online archival system,
- 5.10 Recommendations for the appropriate library software.

5. Reports and Reporting arrangements

5.1. General

In addition to the outputs outlined above, various reports shall be prepared and submitted in the course of execution of the project. All reports will be produced and submitted in electronic and hard copy to the Project Implementation Committee (PIC).

The relationship between the consulting firm and the institutions currently responsible for project management / administration, are outlined below:

The Parliamentary Service Commission (PARLSCOM) is the main policy and decision making body at the KNA. It approves project work plans and receives progress and impact reports from the PIC. It provides overall leadership for the implementation of the KNA Strategic Plan and makes policy decisions at the project level. The functions of the PARLSCOM, relating to external funding of KNA projects have been delegated to a PARLSCOM Committee on donor funding. This committee will receive reports from the PIC on a quarterly basis.

The Consulting firm will work closely with the PIC chaired by the Deputy Clerk and composed of KNA Heads of Departments. The PIC is appointed by the PARLSCOM to oversee the implementation of projects at the tactical level. It is the decision-

making forum for the implementation of projects approved by the PARLSCOM. It considers and approves quarterly work plans for individual projects. These work-plans should be integrated and reflected as part of departmental work plans. The PIC meets at least quarterly and assesses progress against plans and whether planned activities are still feasible. It ensures co-ordination and leadership at the departmental level. It supervises the technical teams, considers and makes recommendations on project reports and presents these reports to the PARLSCOM.

The consulting firm will work very closely with the Project Technical Committee (PTC) and will report to the PIC and raise issues arising from the execution of works and requiring their attention. The PTC shall prepare and submit monthly progress reports to the PIC which shall detail all work performed during the reporting period, the financial appraisal of the project and issues arising from the implementation of the project.

5.2. Progress Reports

The Consulting firm shall prepare and submit monthly progress reports by 15th of every month which shall detail all work performed during the reporting period. These reports shall detail encountered and anticipated difficulties and delays in the works, their causes and remedies proposed to solve them. The progress reports shall also contain a financial appraisal of the project.

5.3. Final Report

The consultant will give a **final report** at the end of the project.

6. Information to be provided by KNA

The Kenya National Assembly shall supply all pertinent information and give such assistance as shall reasonably be required for the conduct of the consultancy.

The Kenya National Assembly shall liaise with other stakeholders to organize meetings that will facilitate the Consultant's work. The Kenya National Assembly shall provide the following information:

6.1.1. The KNA Strategic Plan

9. Ownership of the Results – Intellectual and Industrial Property

Any results or rights thereon, including copyright and other intellectual or industrial rights, obtained in performance of the Contract, shall be owned solely by the Kenya National Assembly, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitations

10. Time frame

The complete design, documentation and implementation of the project shall commence as early as 1st May 2005 and end on 30th November 2006. The works shall be scheduled taking into account the Parliamentary Calendar so as to avoid conflict with other on-going Parliamentary programs.

11. Taxes and Duties

The consultant shall be liable to pay all taxes and duties payable under the laws of Kenya in connection with this assignment excluding Value Added Tax. The consultant shall be deemed to have taken the above into consideration while preparing his/her financial proposal.

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Special Notes

1. The Lump-Sum price is arrived at on the basis of inputs – including rates – provided by the Consultant. The Client agrees to pay the Consultant according to a schedule of payments stipulated under clause 6.4 of Special Conditions of Contract.
2. The Contract includes four parts: Form of Contract, the General Conditions of Contract, the Special Conditions of Contract and the Appendices.

of the return travel of the Personnel and their eligible dependents.

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 Subconsultants or third parties.

3.2 Conflict of Interests

- 3.2.1 Consultant (i) 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 subconsultant[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 subconsultant[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 Subconsultant 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 subconsultant[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 subconsultant[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 subconsultant[s] to take out and maintain, at his (or the subconsultants', 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 Subconsultants").

- 3.6 **Reporting Obligations** The Consultants shall submit to the Client the reports and documents specified in Appendix A 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 the Client** 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 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 Subconsultants 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 F.

6. PAYMENTS TO THE CONSULTANT

6.1 Lump-Sum Remuneration

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Subconsultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price

- (a) The price payable in foreign currency is set forth in the SC.
- (b) The price payable in local currency is set forth in the SC.

6.3 Payment for Additional Services

For the purposes of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

**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 the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of a bank guarantee for the same amount and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC 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 shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending .

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement

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

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred by either Party to the arbitration and final decision of a person to be agreed between the Parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.

III. SPECIAL CONDITIONS OF CONTRACT

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

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

1.4 The addresses are:

Client: _____
Attention: _____
Telephone: _____
Telex; _____
Facsimile: _____

Consultant: _____
Attention: _____
Telephone; _____
Telex: _____
Facsimile: _____

1.6 The Authorized Representatives are:

For the Client: _____

For the Consultant: _____

2.1 The date on which this Contract shall come into effect is(_____) [date].

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

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

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

Note: Fill in the period, eg, twenty-four (24) months or such other period as the Parties may agree in writing.

3.4 The risks and coverage shall be:

- (i) Professional Liability : Full amount of this contract
- (ii) Loss of or damage to equipment and property KShs 5,000,000.
- (iii) Third Party Liability : KShs 5,000,000.

(iv) Third Party Motor Vehicle: KShs 2000,000.

(v) Employer's Liability and Workers compensation: KShs 5,000,000

6.2(a) The amount in foreign currency or currencies : Nil.

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

6.4 Payments shall be made according to the following schedule:

- Twenty (20) percent of the lump-sum amount shall be paid upon submission of the inception report.
- Thirty (30) percent of the lump-sum amount shall be paid upon submission of the preliminary report.
- Thirty (30) percent of the lump-sum amount shall be paid upon submission of the draft final report.
- Twenty (20) percent of the lump-sum amount shall be paid upon approval of the final report.

CONTRACT FOR CONSULTANT'S SERVICES

between

[name of the Client]

AND

[name of the Consultant]

Dated: _____*[date]*

I. FORM OF CONTRACT

This Agreement (hereinafter called the "Contract") is made the _____ day of the month of _____ [month], [year], between _____, [name of client] of [or whose registered office is situated at _____] [location of office] (hereinafter called the "Client") of the one part AND

_____ [name of consultant] of [or whose registered office is situated at _____] [location of office] (hereinafter called the "Consultant") of the other part.

WHEREAS

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

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices
 - Appendix A: Description of the Services
 - Appendix B: Reporting Requirements
 - Appendix C: Key Personnel and Sub-consultants
 - Appendix D: Breakdown of Contract Price in Foreign Currency
 - Appendix E: Breakdown of Contract Price in Local Currency
 - Appendix F: Services and Facilities Provided by the Client
2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:
 - (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

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

*[full name of Client's
authorised representative]* _____

[title] _____

[signature] _____

[date] _____

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

*[full name of Consultant's
authorized representative]* _____

[title] _____

[signature] _____

[date] _____

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 herebelow;
- (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 Subconsultant 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) "Subconsultant" 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, Subconsultant[s] and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

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 or such other later date as may be stated in the SC.

2.2 Commencement of Services

The Consultant shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective or at such other date as may be specified in the SC.

- 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, as well as to be reimbursed for additional costs reasonably and necessarily incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period.
- 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 judgement 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) 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 Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultant:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable costs incident to the prompt and orderly termination of the Contract, including the cost

(viii) ACTIVITY (WORK) SCHEDULE

(a) Field Investigation and Study Items

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

	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th

(b) Completion and Submission of Reports

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

SECTION D: FINANCIAL PROPOSAL – STANDARD FORMS

These forms shall include:

- i) Financial Proposal submission form
- ii) Summary of costs
- iii) Breakdown of price per activity
- iv) Breakdown of remuneration per activity
- v) Reimbursement per activity
- vi) Miscellaneous expenses.

FINANCIAL PROPOSAL SUBMISSION FORMS

_____ (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. Our attached Financial Proposal is for *(Amount in words and figures)* inclusive of the taxes.

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

We remain

Yours sincerely,

_____ *(Authorized Signature)*

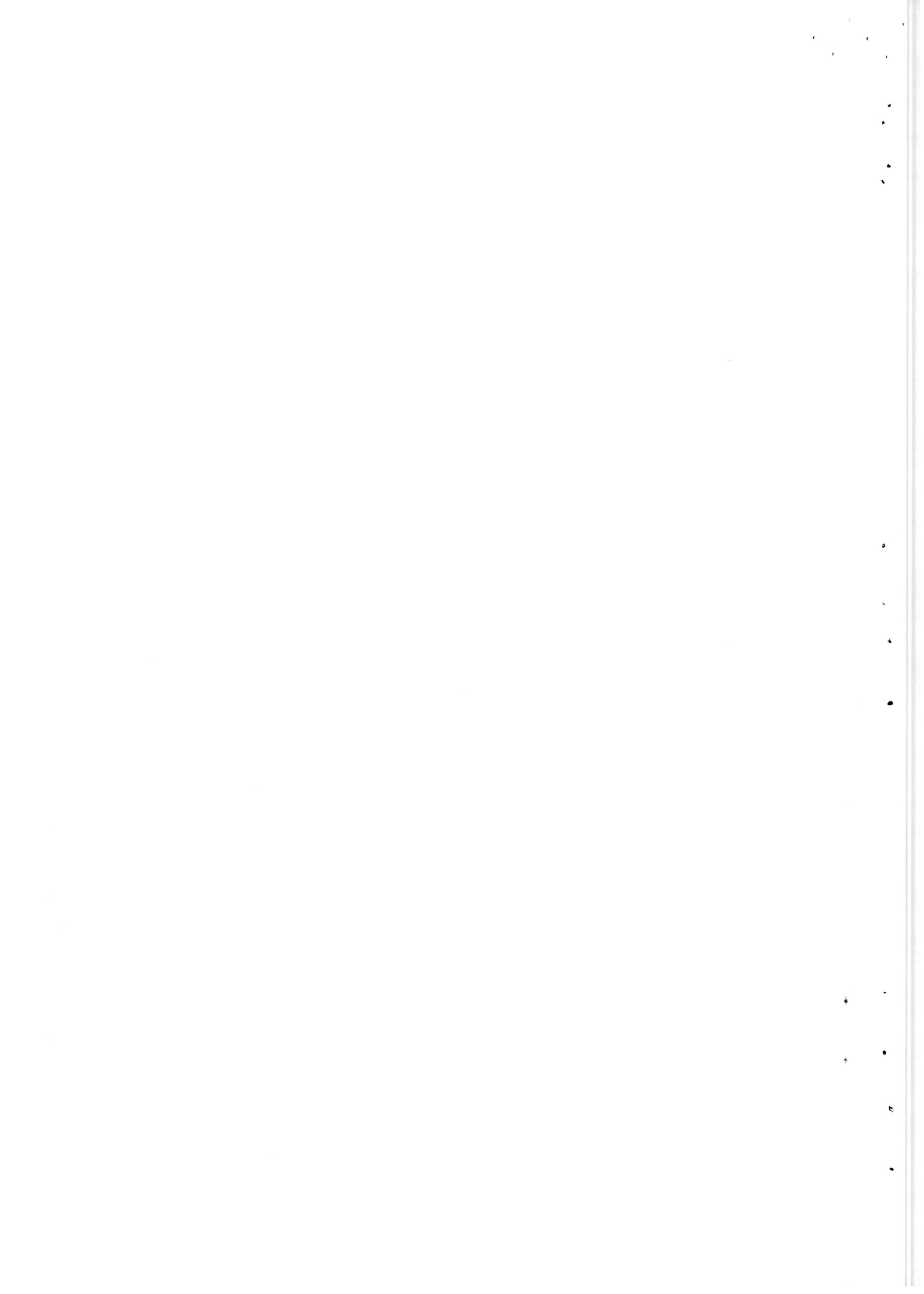
_____ *(Name and Title of Signatory)*

_____ *(Name of Firm)*

_____ *(Address)*

(i) SUMMARY OF COSTS

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



(ii) BREAKDOWN OF PRICE PER ACTIVITY

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

(iii) BREAKDOWN OF REMUNERATION PER ACTIVITY

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

(iv) REIMBURSEMENT PER ACTIVITY

Activity No. _____

Name: _____

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

(v) MISCELLANEOUS EXPENSES

Activity No. _____

Activity Name: _____

No	Description	Unit	Quantity	Unit Price	Total Amount
1	<u>Communication costs _____</u> (telephone, telegram, telex)				
2	Drafting, reproduction of reports				
3	Equipment: Computers etc				
4	Software				
	Grand total				_____

SECTION E: - TERMS OF REFERENCE FOR THE LIBRARY CONSULTANT

SITUATION ANALYSIS AND RECOMMENDATIONS FOR IMPROVEMENT AND DEVELOPMENT OF A MODERN PARLIAMENTARY LIBRARY AND RESOURCE CENTRE

1. Introduction

These Terms of Reference (TOR) refer to provision of Consultancy Services for **Developing the Parliamentary Library into a Modern and up to date Parliamentary Library and Resource Center.** These TOR sets out the function, duties, responsibilities, qualifications and reporting relations of the Library Consulting firm that will be responsible for the preparation of the technical specifications, recommendations and the way forward to improve and modernize the Kenya National Assembly Library. The project is funded by the European Union's Democratic Governance Support Programme (EU-DGSP), the United Kingdom's Department for International Development (DFID) and the Kenya National Assembly (KNA) for a maximum period of 22 Months beginning 1st January 2005 until November 2006. The objective of these terms of reference is to provide the procurement criteria for soliciting Consultancy Services for Modernizing the Library.

1. Background Information

The Kenya National Assembly is established under Section 33 of the Constitution of Kenya and consists of 210 elected, 12 nominated and 2 ex-officio Members of Parliament. The mission of the Kenyan National Assembly is **to efficiently and effectively fulfill its constitutional and legitimate mandate and the roles and functions of a representative institution in a democratic system of government.**

The main functions of Parliament include: -

- 2.1. Legislation.
- 2.2. Financial appropriation and control.
- 2.3. Oversight and supervision of governance (the activities by which the management and administration of the provision of public affairs and services are carried out).



- 2.4. Checks and balances on the operation of the other two arms of the government,
i.e. the Executive and Judiciary
- 2.5. Representation of the people in the Government.
- 2.6. Leadership of the people in nation building.
- 2.7. The making and unmaking of the government.
- 2.8. Watchdog of democracy.

To enable the Kenya National Assembly to effectively and efficiently fulfill its mandate, the Parliamentary Service Commission (PARLSCOM) in its Strategic Plan of Parliament (2000 – 2012) has developed comprehensive and practical proposals aimed at providing the KNA with appropriate organizational structures, adequate infrastructure and qualified personnel.

In line with the Strategic Plan, the KNA with support from the development partners identified above has identified the need to enhance the effectiveness of the KNA as an institution of governance through the development and provision of effective and efficient information, research and legal services to the PARLSCOM, the Speaker, Members of Parliament and the Clerk. This will be achieved through the development of a comprehensive information system that will enable the above mentioned stakeholders to have access to quality and timely information.

2. Objectives of the Assignment

In order to improve the existing library services, the project has identified the need to develop a comprehensive library system that will enable access to quality and timely information to MPs and the KNA Administration. To achieve this objective, the Kenya National Assembly wishes to hire a Library Consulting firm to conduct an internal in-depth situation analysis of the library services.

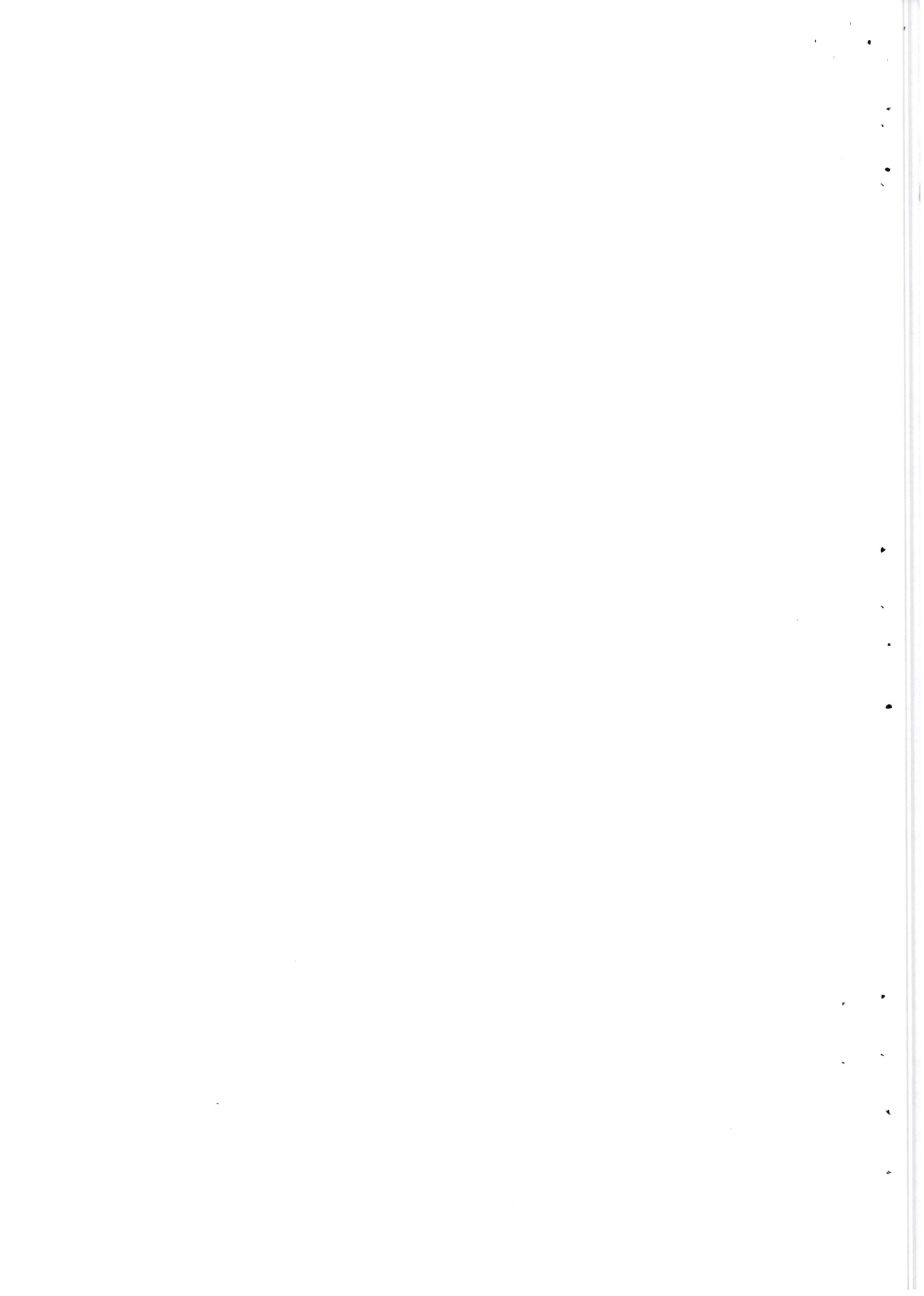
3. Scope of Work

Transforming the Library into a Modern Parliamentary Library and Resource Center will be undertaken in the three Parliament Buildings i.e. the Main Parliament Library, the First Floor in Continental House, and the basement of County Hall. The Consulting firm shall provide consulting services in these three buildings with specific focus on the following areas: -

3.1. Parliamentary Library, Main Parliament Buildings

The Main Parliamentary Library will be developed into a Parliamentary Resource Center that focuses on parliamentary information processing and dissemination. The services to be provided will include:-

- 3.1.1. Conducting an in-depth situational analysis of services and materials in the library and preparation of a situational analysis report. This will include:
 - Conducting a Skills Audit of the Library staff, preparation of a staff audit report and recommendations;
 - Organization and provision of Library services and materials.
 - Develop job descriptions and staffing levels;
 - Identification of equipment needs for the Library
- 3.1.2. Recommend the appropriate library equipment - reading carrels, chairs, etc.
 - Develop specifications for the Library equipment
- 3.1.3. Evaluation and identification of library materials: -
 - Undertake a book-by-book weeding exercise to determine the relevance of the materials in the library
 - Develop a framework to ensure that MPs participate in the selection of library materials.
- 3.1.4. Develop an acquisition policy for the library.
- 3.1.5. Develop a training and induction programme for the library Staff: -
 - Develop a training Programme;
 - Develop an orientation programme for Members of Parliament and Parliamentary staff.



3.1.6. In close consultation with the ICT UNDESA Project that is ongoing at the Kenya National Assembly, assist in the installation of Information Communication Technology in the library. This will entail recommendation on the following: -

- Digital recording, storage, retrieval and dissemination of Information;
- Document Capture system and Digitalization of Paper Document
- Indexing and subject access system;
- Online cataloguing system
- Integrated Messaging Calendaring;
- Cyber cafés;
- Website for the Library.

3.2. First Floor Continental House.

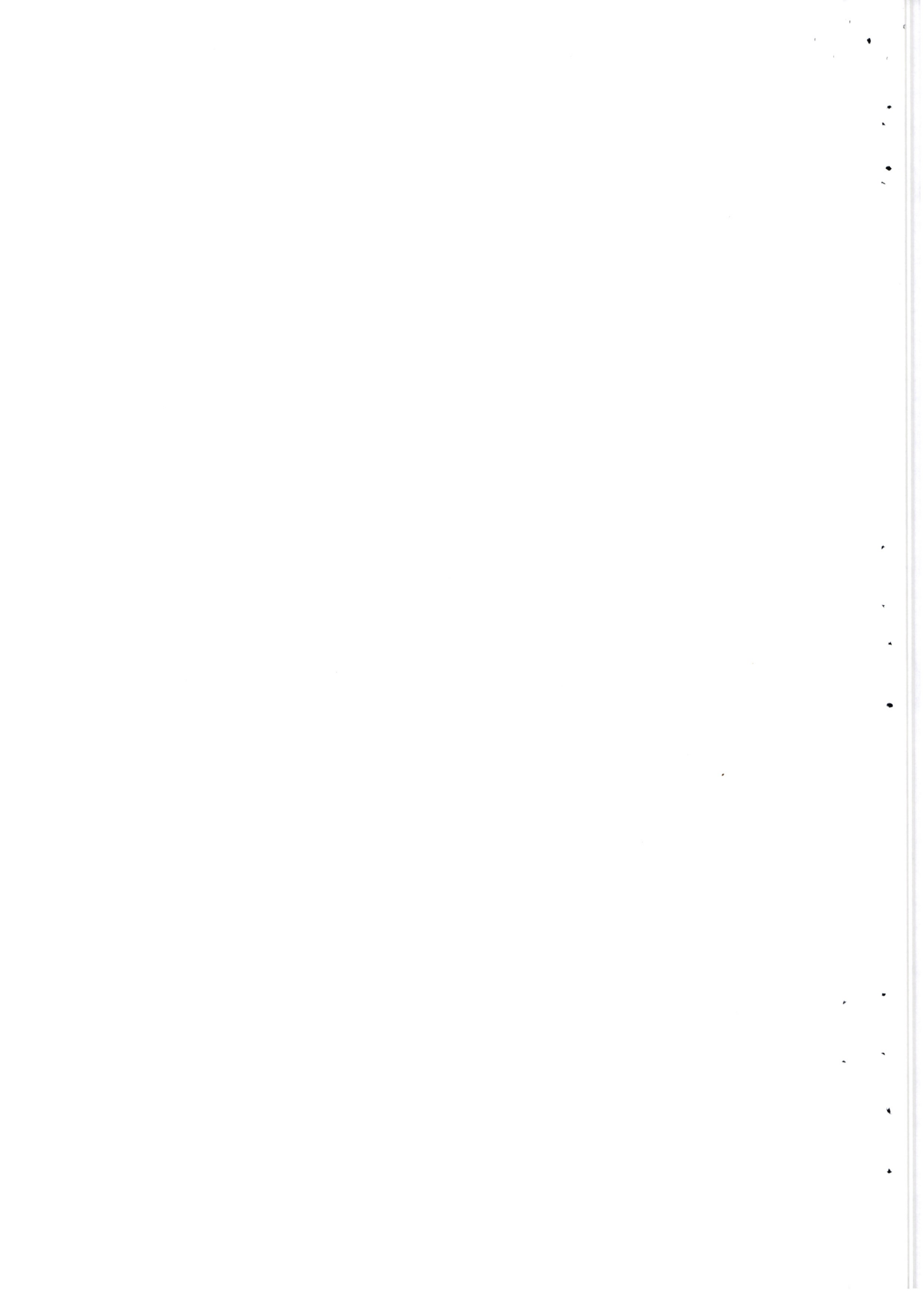
The First Floor of Continental House will be converted into a loans, reference, IT and multi-media Library. The library consulting firm will liaise closely with the ICT UNDESA Project to make recommendation on: -

- 3.2.1. Multi-Media section in Continental House;
 - Identification and specification of appropriate multi- media equipment and furniture;
- 3.2.2. Reference materials for the library, including electronic databases.
- 3.2.3. An online system to manage non-book materials;
- 3.2.4. Cyber cafés

3.3. County Hall Basement

County Hall basement will be converted into an archive. The consulting firm will make recommendation on the following services.

- 3.3.1. An Archival system for managing the records in county hall.
- 3.3.2. Assessment and weeding out of the records in county hall to determine their relevance.
- 3.3.3. Networking the archives with the other 2 libraries in Continental House and the Main Parliament Buildings.
- 3.3.4. Appropriate hardware and software to manage the archival materials.



SECTION B: INFORMATION TO CONSULTANTS

1. Introduction

- 1.1 The client named in Appendix "A" will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed under this section.
- 1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in Appendix "A" for consulting services required for the assignment named in the said Appendix. A Technical Proposal may only be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed contract with the selected firm.
- 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 regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in Appendix "A" to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.4 The Client will provide the inputs specified in the Terms of Reference, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted or to give any reasons thereof.

2. Clarification and Amendment of RFP Documents

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 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 explanation of the query but without identifying the source of the inquiry) to all invited consultants.

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

3. Preparation of Proposal

3.1 The Consultants proposal shall be written in English language.

3.2 Technical Proposal

- i) 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.
- ii) While preparing the Technical Proposal, consultants must give particular attention to the following:
 - a). If a firm considers that it does not have all the expertise for the assignment, it may obtain range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub consultancy as appropriate. Consultants shall not associate with other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
 - b). For assignments on a staff-time basis, the estimated number of professional staff-months is given in Appendix "A". The proposal shall however be based on the number of professional staff-months estimated by the firm.

- c). It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable relationship with it.
 - d). Proposed professional staff must as a minimum, have the experience indicated in Appendix "A", preferably working under conditions similar to those prevailing in Kenya.
 - e). Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.
- iii) The Technical Proposal shall provide the following information using the attached Standard Forms;
- a). A brief description of the firm's organization and an outline of recent experience and assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and the firm's involvement.
 - b). Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
 - c). A description of the methodology and work plan for performing the assignment
 - d). A list of the proposed staff team by specialty, the tasks that would be assigned each staff team member and their timing.
 - e). CVs recently signed by the proposed staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years
 - f). Estimates of the total staff input (professional and support staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
 - g). A detailed description of the methodology, staffing and monitoring of training, if Appendix "A" specifies training as a major component of the assignment.
 - h). Any additional information requested in Appendix "A".
- iv) The Technical Proposal shall not include any financial information.

3.3 Financial Proposal

- i). In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters) and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.
- ii). The Financial Proposal should clearly identify as a separate amount, local taxes, duties, fees, levies and other charges imposed under law on the consultants, the sub consultants and their personnel, unless Appendix "A" specifies otherwise.
- iii). Consultants shall express the price of their services in Kenya Shillings
- iv). Commissions and gratuities, if any paid or to be paid by the consultants and related to the assignment will be listed in the Financial Proposal submission Form.
- v). The proposal must remain valid for (90 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

4. Submission Receipt, and Opening of Proposals

- 4.1 The original proposal (Technical Proposal and, if required Financial Proposal; see Para. 1.2) 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.
- 4.2 For each proposal the consultant 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.

4.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked **"TECHNICAL PROPOSAL"**, and the original and all copies of the Financial Proposal in a sealed envelope clearly marked **"FINANCIAL PROPOSAL"** and a 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 Appendix "A" and be clearly marked, **"DO NOT OPEN, EXCEPT IN THE PRESENCE OF THE EVALUATION COMMITTEE"**

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

4.5 After the deadline of the submission of proposals, the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the Client department until the submitted proposals are opened publicly.

5. Proposal Evaluation General

5.1 From the time bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to this proposal, he should do so in writing at the address indicated in Appendix "A". Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in rejection of the consultant's proposal.

5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the Technical Evaluation is concluded.

5.3 Evaluation of Technical Proposals

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

GENERAL ASSEMBLY LIBRARY

SESSION No. _____

SESSION _____

	Points
i) Specific experience of the Consultant related to the assignment	10
ii) Adequacy of the proposed work plan and Methodology in responding to the Terms of Reference	40
iii) Qualifications and experience of the key staff for the assignment	50
Total Points	100

Each responsive proposal will be given a technical score (Ts). A proposal shall be rejected at this stage if it does not respond to important aspects of the terms of reference or if it fails to achieve the minimum technical score indicated in Appendix "A"

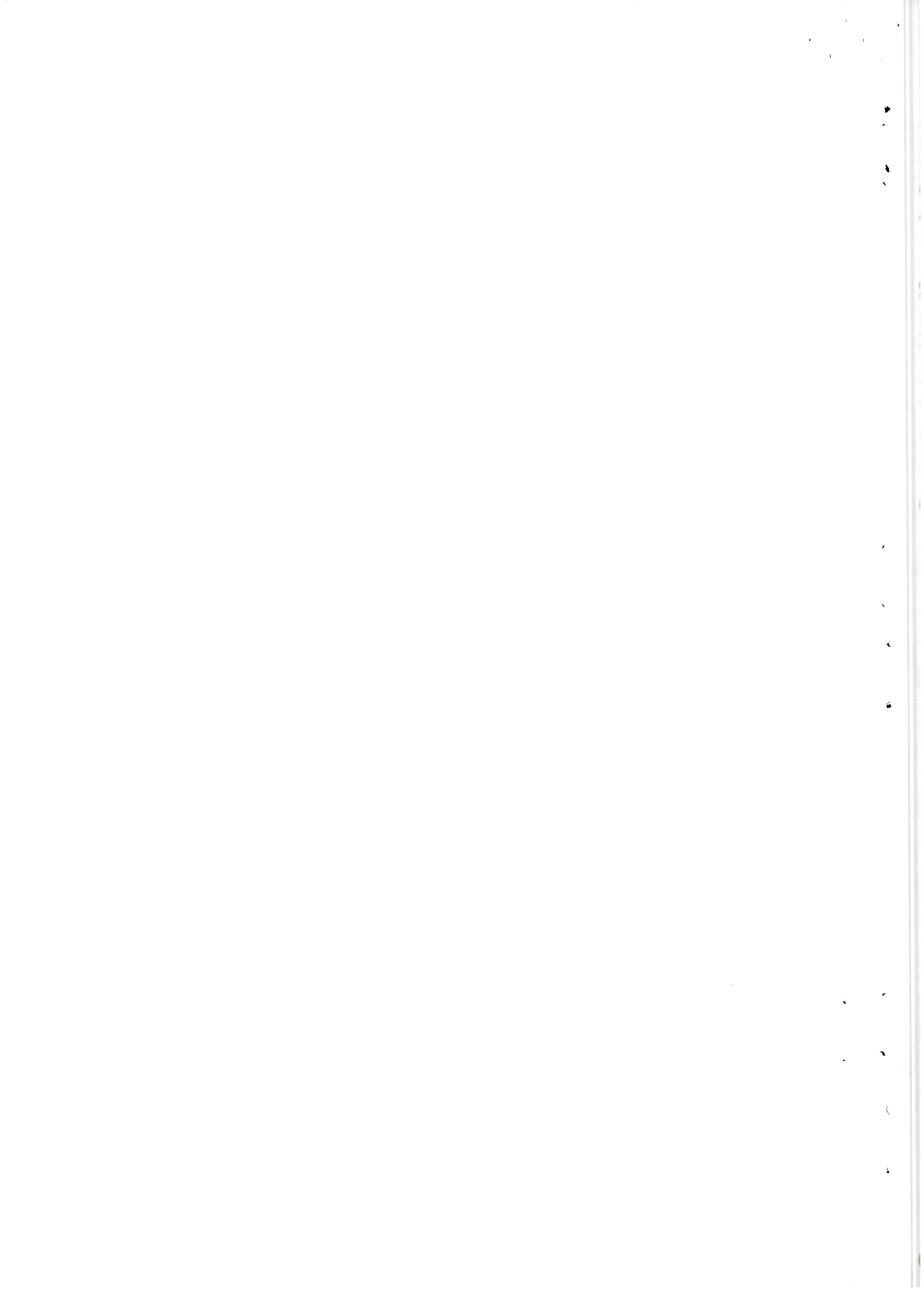
5.4 Public Opening and Evaluation of Financial Proposals

After Technical Proposal evaluation, the Client shall notify those Consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.

5.5 The financial proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend.

5.6 The name of the consultant, the technical scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The client shall prepare minutes of the public opening.

5.7 The evaluation committee will determine whether the financial proposals are complete, i.e., whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs of the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.



5.8 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of proposals, firms incorporated in Kenya where indigenous Kenyans own 51 percent or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the consultant in the Financial Proposal.

5.9 The formula for determining the Financial score (Sf) shall unless an alternative formulae is indicated in Appendix "A", be as follows: - $Sf = 100 \times \frac{FM}{F}$ where Sf is the financial score, FM is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined Technical (St) and Financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows: - $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

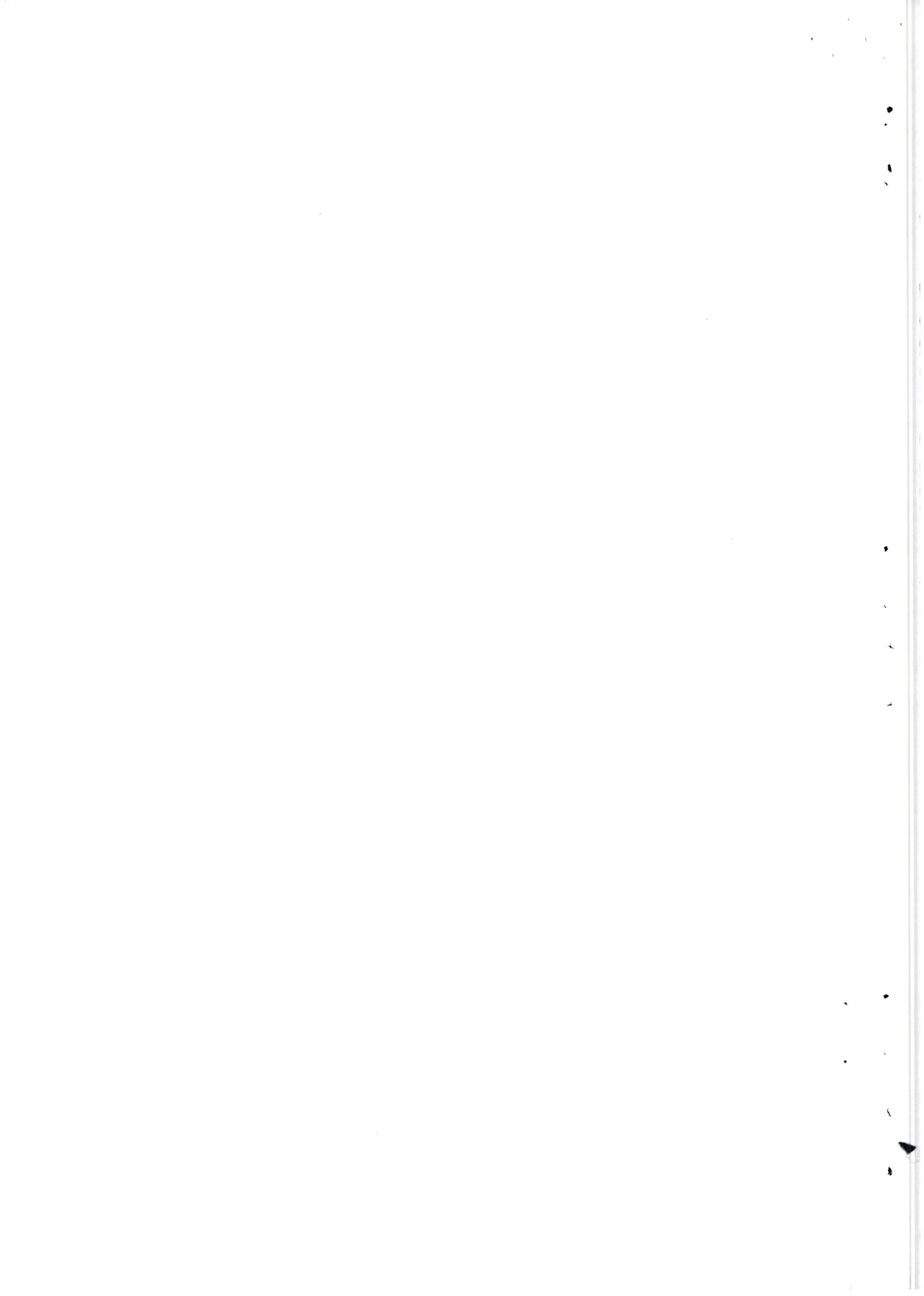
6. Negotiations

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

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff man-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

6.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown for fees).

6.4 Having selected the firm on the basis of, among other things, an evaluation of the proposed key professional staff, the client expects to negotiate a contract on the basis of the experts named in the



proposal. Before contract negotiations, the Client will require assurances that the experts will actually be available. The client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

6.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the client and the selected firm will initial the agreed contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

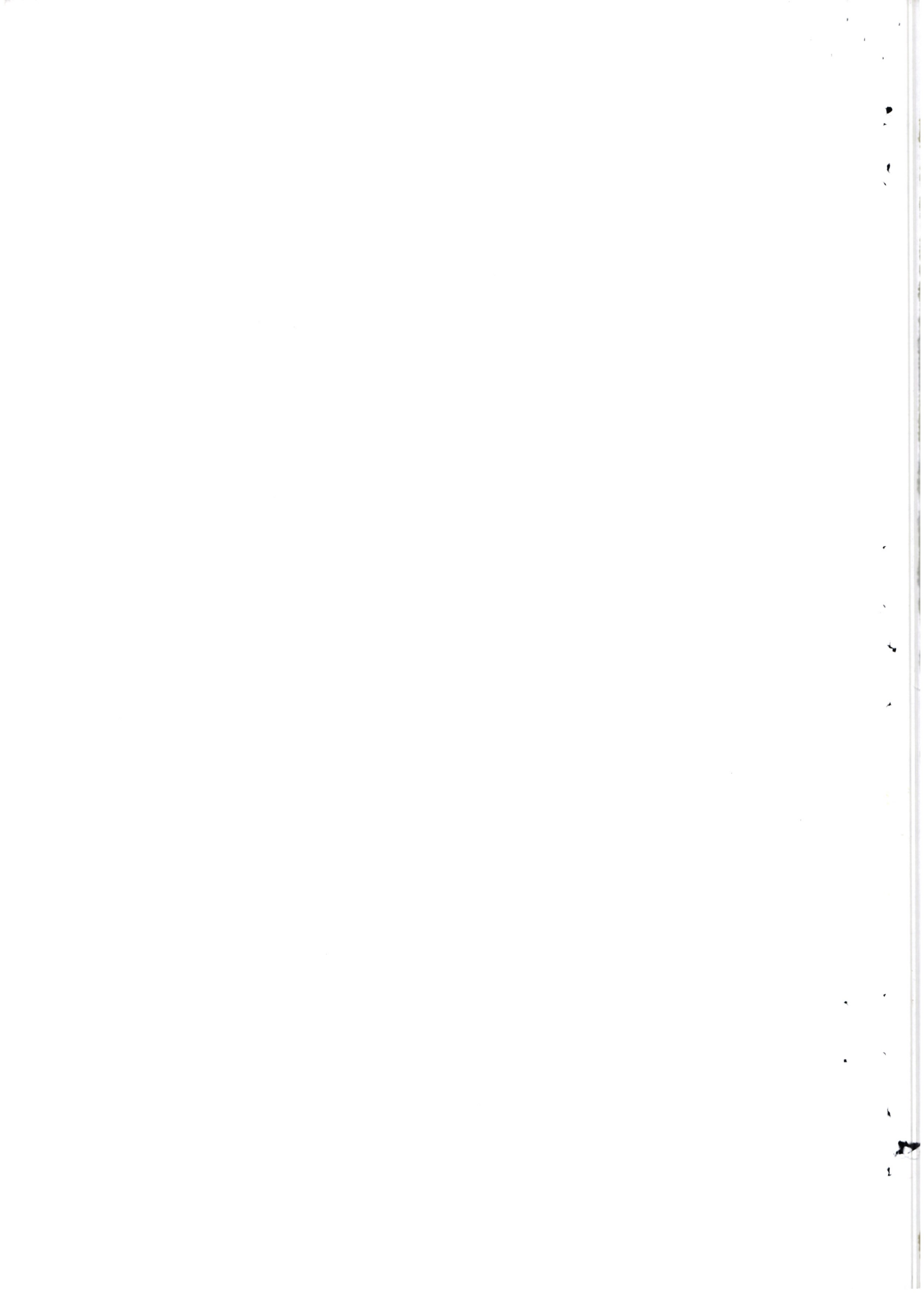
7. Award of Contract

7.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify the other consultants on the short list that they were unsuccessful and return the Financial Proposals of those Consultants who did not pass the technical evaluation.

7.2 The selected firm is expected to commence the assignment on the date and at the location specified in appendix "A".

8. Confidentiality

8.1 Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.



SECTION C: - TECHNICAL PROPOSAL – STANDARD FORMS

These forms shall include;

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

FOR FEDERAL ACQUISITION

EXERCISE NO. _____

DATE _____

(i) TECHNICAL PROPOSAL SUBMISSION FORM

[_____Date]

To: _____ (*Name and address of Client*)

Ladies/Gentlemen

We, the undersigned, offer to provide the consulting 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 the Technical Proposal, [and a
Financial Proposal sealed under a separate envelope-*where applicable*]

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

We remain,

Yours sincerely,

_____ [*Authorized Signature*]:

_____ [*Name and Title of Signatory*]

: _____ [*Name of Firm*]

: _____ [*Address:*]

NATIONAL ASSEMBLY LIBRARY

ACCESSION No. _____

LOCATION _____