

MWITO SACCO SOCIETY LIMITED



MW/MUD/RFP/01/2022-2023

REQUEST FOR PROPOSALS (RFP) DOCUMENT

**PROVISION OF CONSULTANCY SERVICES FOR DESIGN,
DOCUMENTATION AND CONSTRUCTION SUPERVISION OF THE
PROPOSED MIXED USE DEVELOPMENT AT MWITO HOUSE, DESAI
ROAD, NAIROBI COUNTY**

JULY 2022

Consultancy Firm’s Name.....

Address.....

Tel no.....

Email Address.....

PROVISION OF CONSULTANCY SERVICES FOR DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF THE PROPOSED MIXED USE DEVELOPMENT AT MWITO HOUSE, DESAI ROAD, NAIROBI COUNTY

The Mwito Sacco Society Limited hereby invites a **Consortium of Consultants under lead consultant** from the disciplines of (i). **Architecture (lead)**,(ii). **Structural/Civil Engineering**, (iii). **Quantity Surveying** and (iv). **Services Engineering (i.e. Electrical/Mechanical, Intercom/Structured cabling, IT, CCTV)** (v) **Environmental impact assessment expert** to give their technical and financial submissions for consulting services required for the assignment named in the said Appendix.

The Request for Proposals (RFP) document includes the following documents:

- Section I - Letter of invitation
- Section II - Information to consultants
Appendix to Consultants information
- Section III - Technical proposals
- Section IV - Financial proposal
- Section V - Terms of Reference
- Section VI - Standard Contract Form
- Section VII - Annexes

The invitation is restricted to only eligible firms shortlisted from expression of interest (EOI) undertaking, who are hereby invited to submit their Technical and Financial proposal in response to RFP documents

The RFP document can be viewed and downloaded from the MWITO Sacco Society Limited website through the following link <https://www.mwitoSacco.co.ke/Procurement/Pages/Bids> at no fee.

All Bidders are advised to regularly visit the Mwito Sacco society limited website to obtain any additional information/addendum on the bid. **All**

addenda/additional information on the bid shall be posted on the Mwito Sacco society limited website as they become available.

There will be a **mandatory** pre-proposal conference (Site Visit) on **Monday 1ST August, 2022** starting from **1000 hours**. Bidders will converge at the Mwito Sacco limited offices, Desai rd, Nairobi.

Completed Bids in **one original** plus [one-1 copy], properly filled in, and enclosed in plain sealed envelopes must be delivered to the address below and marked:

REQUEST FOR PROPOSALS - PROVISION OF CONSULTANCY SERVICES FOR DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION OF THE PROPOSED MIXED USE DEVELOPMENT AT MWITO SACCO SOCIETY LIMITED, DESAI ROAD, NAIROBI

“DO NOT OPEN BEFORE 1000 HOURS ON WEDNESDAY, 17TH August 2022”

Addressed:

**THE CHIEF EXECUTIVE OFFICER
MWITO SACCO SOCIETY LIMITED
MWITO HOUSE
DESAI ROAD, NAIROBI
Phone: +254 20 3505209/ 0713 786028
E-mail: info@mwitosacco.coop**

Completed bids shall be placed in Bid Box located at the **MWITO SOCIETY SACCO LIMITED, MWITO HOUSE, DESAI ROAD** on or before **1600 HOURS ON Wednesday 17th August 2022**.

Bulky bids shall be submitted at the office of **Chief executive officer, Mwito Sacco Society Limited, Desai Road, Nairobi**, on or before **1000 HOURS ON Wednesday 17th August 2022**.

Bids will be opened promptly thereafter at on **Wednesday 17th August 2022** in the presence of Bidders' representatives who choose to attend the opening.

Late or incomplete Bids shall not be accepted.

Canvassing or lobbying for the bid shall lead to automatic disqualification.

**THE CHIEF EXECUTIVE OFFICER
MWITO SACCO LIMITED**

SECTION II - INFORMATION TO CONSULTANTS (ITC)

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SECTION II: - INFORMATION TO CONSULTANTS (ITC)

Introduction

The Client named in the

Appendix to Information to Consultants “ITC” will select a **Consortium of Consultants** among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by Mwito Sacco Society limited in the Appendix.

The consultants, who should be in a form of a consortium under a lead consultant to manage **Architectural designs, Structural/Civil designs, Quantity Surveying services and Services Engineering works** (*i.e., Electrical/Mechanical, Intercom/Structured cabling, IT, CCTV*) and Environmental impact assessment are invited to submit a Technical Proposal and a Financial Proposal as specified in the

Appendix to Information to Consultants “ITC” for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated 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.

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 the

Appendix to Information to Consultants “ITC” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

Mwito Sacco Society limited will provide the inputs specified in the

Appendix to Information to Consultants “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.

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.

The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.

Clarification and Amendment of RFP Documents

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, , or electronic mail to the Client’s address indicated in the Appendix “ITC”. The Client will respond by , or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

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, to all invited consultants and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

Preparation of Technical Proposal

The Consultants proposal shall be written in English language

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.

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

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

- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm/consortium or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must as a minimum, have the experience indicated in

Appendix to Information to Consultants, preferably working under conditions similar to those prevailing in Kenya.

- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

The Technical Proposal shall provide the following information using the attached Standard Forms

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix "A" specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix "A".

The Technical Proposal shall not include any financial information.

Preparation of Financial Proposal

In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. 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.

The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix "A" specifies otherwise.

Consultants shall express the price of their services in Kenya Shillings.

Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.

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 best 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.

Submission, Receipt, and Opening of Proposals

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.

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.

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.**"

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.

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.

Proposal Evaluation General

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

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

Evaluation of Technical Proposal

The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as provided in the Appendix to information to consultants.

	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 competence of the key staff for the assignment	(45)
(iv) Suitability to the transfer of Technology Program (Training)	(5)
Total Points	100__

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

Appendix to Information to Consultants “ITC”. A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference and fails to attain the minimum 80points.

Public Opening and Evaluation of Financial Proposal

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.

The Financial Proposals shall be opened publicly in the presence of the consultants’ representatives who choose to attend. 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.

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 in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.

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% 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 bids. 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.

The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix “ITC”, be as follows:-

$S_f = 100 \times F_m / F$ where S_f is the financial score; F_m 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.

The weight given to Technical and Financial Proposals are:

- Technical (T) = 0.80
- Financial (F) = 0.20

Negotiations

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

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-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.

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

Having selected the firm on the basis of, among other things, an evaluation of 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 be actually 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.

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

Mwito Sacco Society limited shall appoint a team for the purpose of the negotiations.

Award of Contract

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

The selected firm is expected to commence the assignment on the date and at the location specified in Appendix “ITC”.

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.

Mwito Sacco Society limited may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

Mwito Sacco Society limited shall give prompt notice of the termination to the bidders and on request give its reasons for termination within 14 days of receiving the request from any bidder.

To qualify for contract awards, the bidder shall have the following:

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.

Confidentiality

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

Corrupt or fraudulent practices

Mwito Sacco Society limited requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The bidder shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

Mwito Sacco Society limited 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.

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 “ITC”

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

INSTRUCTIONS TO BIDERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO BIDS
2.1 The name of the Client is	The name of the Client is: MWITO SACCO SOCIETY LIMITED,
2.1.1 The method of selection is:	QUALITY/COST BASED SELECTION after prequalification
2.1.2 Technical and Financial Proposals are requested:	Yes
Standard conditions of engagement and scales of fees for professional services	Where scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services are outdated, the ‘ Engineers Board of Kenya’s Scale of Fees and Conditions of Engagement for Consulting Engineering Services in Kenya, October 2013 ’ shall prevail.
The name, objectives, and description of the assignment are:	<p>PROVISION OF CONSULTANCY SERVICES FOR DESIGN, DOCUMENTATION AND SUPERVISION OF THE PROPOSED MIXED USE DEVELOPMENT AT MWITO SACCO SOCIETY LIMITED, DESAI ROAD, NAIROBI</p> <p>The main objective of this consultancy will be to Prepare a, preliminary and detailed design, undertake Environmental impact assessment studies for approval by NEMA, prepare tender documents and supervision services for the construction of the mixed use development</p> <p>The Scope of service will comprise the following:</p> <ul style="list-style-type: none"> a) Architectural Services b) Civil and Structural Engineering Services, c) Quantity Surveying Services, d) Services Engineering (i.e. Electrical; Mechanical and, Intercom/Structured cabling, IT, CCTV) e) Environmental Management Expert Services,

<p>2.1.3 A pre-proposal conference (Site Visit) will be held</p> <p>The name(s), address(es) and telephone numbers of the Client's official(s) are:</p>	<p>1.10 There will be a mandatory pre-proposal conference (Site Visit) on Monday 1ST August, 2022 starting from 1000hours. Bidders will converge at the Mwito Sacco limited offices, Desai rd, Nairobi.</p> <p>CHIEF EXECUTIVE OFFICER MWITO SACCO SOCIETY LIMITED P.O. Box 56763-00200 Nairobi Tel +254 20-3505209/ 0713-786028 e-mail: info@mwitosacco.coop</p>
<p>2.1.4 The Client will provide the following inputs:</p>	<p>(a) Copy of approved Change of user (b) Copy Property mutation/ delineation map (c) Any other relevant information required by consultants within the purview of the client</p>
<p>2.1.5 (ii) The estimated number of professional staff required per months for the assignment is:</p>	<p>a) <i>2 months for the preparation of , Preliminary and Detailed Design and preparation of Tender Documents (preparation of bills of quantities) services, eia studies and requisite approval.</i></p> <p>b) 12 months for the tendering & supervision of the implementation process.</p> <p>c) The estimated time of key experts and the assignment is given as an indication only. However, consultants shall be free to propose their own estimates and this MUST COME OUT at their adequacy of TOR section in the document. However time for the assignment is generally tight.</p>
<p>(iv) The minimum required experience of proposed professional staff is</p>	<p>The minimum required experience of proposed professional staff is as per the Terms of Reference. Section V</p>
<p>2.1.6 (vii) Training is a specific component of this assignment:</p>	<p>No. <i>(this shall be required during the construction stage)</i></p>
<p>(viii) Additional information in the Technical Proposal includes:</p>	<p>a) The bidder shall submit a technical proposal that must give the names and CVs of one (1) lead project manager and two (2) other assistants from diverse backgrounds and as specified in the Terms of Reference.</p> <p>b) The proposals shall be evaluated as per the criteria and stages specified under this Appendix to Information to Consultants</p>
<p>2.1.7 Taxes:</p>	<p>Proposal should be inclusive of all taxes e.g. withholding and VAT where applicable</p>

2.5.1
2.5.2
2.5.3

Bids shall be submitted in a two envelope system (**Envelope A Technical Submission and Envelope B financial Submission**).

2.5.4
2.5.5

Submission, Receipt, and
Opening of Proposals

Each of the submissions (envelopes) shall bear the Bid Name and description and shall have the address of the bidder to enable Mwito Sacco Society limited return the bid should it be received late.

The two sealed envelopes shall then be sealed in an outer envelope bearing the bid number and description and a statement

“DO NOT OPEN BEFORE 1000 HOURS ON Wednesday 17th AUGUST 2022.

Any clarifications will be written and answered via email (*the address used to send this RFP document*) by the close of business on 8th, August 2022. Any information added or clarifications sought will be shared to all bidders in this exercise.

ADDRESSED:

**THE CHIEF EXECUTIVE OFFICER
MWITO SACCO SOCIETY LIMITED
DESAI ROAD, NAIROBI**

Phone: +254 20-3505209/ 0713-786028

E-mail: info@mwitosacco.coop

Envelope A shall contain the Technical submission and shall be clearly marked **“Envelope A - Technical Submission”**. **Envelope A** shall contain **NO** indication of the bid price or other financial information of the bid and:-

- i. Shall have a table of contents pages clearly indicating Sections and Page Numbers. The various sections shall be highlighted and arranged in the format below and **(MANDATORY)**.
- ii. Shall have pages in the whole document numbered in the correct sequence. **(MANDATORY)**.
- iii. Shall be firmly bound (use tape binding and not spiral binding) and should not have any loose pages **(MANDATORY)**.
- iv. Shall be signed (where signatures are required) by a duly authorized representative through a Power of Attorney **(MANDATORY)**.

Envelope A shall have the following requirements and attachments clearly marked and arranged in the following order:

- i. Particulars of Bidders to include Company background, Certificate of Incorporation/ Registration, Current and Valid Tax Compliance Certificate from Kenya Revenue Authority and Valid and Current

	<p>Single Business Permit (SHALL APPLY TO ALL PARTNERS) (Mandatory).</p> <ul style="list-style-type: none"> ii. Certificate of Registration with the relevant respective professional bodies for each of the Five Firms (partners) - (i)The Architect, (ii)The Structural/Civil Engineer, (iii)The Quantity Surveyor and (iv)The Services Engineer (v) Environmental Management Expert Services, (Mandatory). iii. Copies of current annual practicing licenses for each of the five Firms (Mandatory). iv. Duly filled and signed Confidential Business Questionnaire for each partner (Mandatory). v. Duly filled and signed Declaration Form for each partner (Mandatory). vi. Duly filled and signed Anti-Corruption Declaration Commitment/ Pledge for each partner (Mandatory). vii. A Pre-bid site visit (meeting) on a date as specified under Clause 2.1.3 of the <i>Appendix to Information to Consultants</i>. Evidence of pre-bid attendance register is required ((Mandatory). For lead consultancy firm viii. All Submission documents shall be in One Original plus one Copy including in Soft Copy (Flash Disk) IN A DOCUMENT UNEDITABLE FORMAT (pdf) and addressed accordingly as per Clause 2.5.4 of the Information to Consultants (Mandatory). ix. <u>Written undertaking in the Lead Partner's letter head that all the partners of the Consortium and their staff appointed for the assignment proposed shall be available for the entire duration of the contract (Mandatory). signed by individual members of consortium.</u> x. <u>Consortium Agreement for the partners clearly indicating the lead partner. (Mandatory).</u> xi. Methodology and approach statement for the entire consultancy process. xii. Evidence of previous experience of at least five (5) works of a similar nature and size by lead consultancy
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	<p>firm for the last 10 (ten) years. These shall be testimonials from past clients/employers, contract documents, completion certificates, final certificates with names, addresses and telephone contacts of clients who may be contacted for further information on these contracts for each of the works provided.</p> <p>xiii. NB: (i). Works provided without completion/Final certificates shall NOT be considered, (ii). Only similar works shall be considered.</p> <p>xiv. Qualifications and experience of at least two key technical personnel for the <i>Architect</i>, the <i>Quantity Surveyor</i> and the <i>Structural/Civil Engineer</i> , <i>environmental management expert</i> and at least three key personnel for the Services Engineer partner (at least one for each of the following: <i>Electrical, Mechanical and IT/ CCTV</i>. Attach Personnel CVs and copies of academic/professional certificates. Include a Consortium Organization Chart. Personnel (at least one staff for each partner) must be registered persons with the relevant respective professional bodies with minimum relevant experience as follows:</p> <p>(a). The Architect 2No. - 20years & 15years (b). The Quantity Surveyor-2No - 10years & 5years (c). The Structural/Civil Engineer 2No - 10years & 5years (d) EIA Expert 2No - 8years & 4years (e). The Services Engineer - 7years for all the expertise in respective fields, <i>Electrical; Mechanical; and IT/ CCTV</i>. 1No. each - at least 3 for this area.</p> <p>Envelope B shall contain: -</p> <p>i. Completed Form of Bid ii. Schedule of professional fees iii. Any other price schedule which may be deemed important for actualization of the works</p>
<p>2.6.1 The address to send information to the Client is: _____</p>	<p>THE CHIEF EXECUTIVE OFFICER MWITO SACCO SOCIETY LIMITED DESAI ROAD, NAIROBI</p> <p>Phone: +254 20-3505209/ 0713-786028 E-mail: info@mwitosacco.coop</p>

<p>2.6.3 The minimum technical score required to pass</p>	<p>Technical Rating Scores to be applied in Evaluating the bidders:</p> <p>i. Methodology and approach statement for the entire consultancy process including the work plan relation to the terms of reference (Total -40 Marks).</p> <ul style="list-style-type: none"> • <i>A full score shall be awarded for detailed description of the methodology and work plan for performing the assignment - from project inception to end of defects liability period.</i> <p>ii. Specific Evidence of previous experience of at least five (5) works of a similar nature for the last 10 (ten) years for the Lead Partner - The Architectural firm. (Total - 10 Marks)</p> <p>These shall be testimonials from past clients/employers, completion certificates, final certificates with names, addresses and telephone contacts of clients who may be contacted for further information on these contracts for each of the works provided. The other partners should provide evidence of previous experience of at least five (5) works of any nature NOTE: Works provided without testimonials shall NOT be considered. Testimonials will include reference letters.</p> <p>iii. Qualifications and experience of at least two key technical personnel for the <i>Architect</i>, the <i>Quantity Surveyor</i> and the <i>Structural/Civil Engineer</i>, the <i>environmental expert</i> and at least five key personnel for the Services Engineer partner (at least one for each of the following: <i>Electrical, Mechanical, IT, CCTV and BMIS</i>. Attach Personnel CVs and copies of academic/professional certificates. Include a Consortium Organization Chart. Personnel MUST be registered persons with the relevant respective professional bodies with minimum relevant experience as follows (Total - 45 Marks):</p> <p>(a). Lead Partner (The Architect) - 20years & 15years (b). The Quantity Surveyor - 10years & 5years (c). The Structural/Civil Engineer - 10years & 5years (d) EIA Expert -8years & 4years (e). The Services Engineer -7years for all the expertise in this field.</p> <ul style="list-style-type: none"> • <i>The Architect - 2No. - 20Marks (12Marks and 8Marks respectively)</i>
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	<ul style="list-style-type: none"> • <i>The Quantity Surveyor 2No. - 5Marks (3Marks and 2Marks respectively)</i> • <i>The Structural/ Civil Engineer 2No. - 5Marks (3Marks and 2Marks respectively)</i> • <i>Eia expert 2no. . - 5Marks 3Marks and 2Marks respectively</i> • <i>The Services Engineer - 6Marks (2 Mark for each of the three experts listed above)</i> • <i>Consortium Organization Chart - 4Marks.</i> <p>NOTE: (i). CVs and copies of academic/professional certificates MUST be attached otherwise Personnel shall NOT be assessed, (ii). Personnel who are not registered persons with the relevant respective professional bodies shall NOT be assessed.</p> <p style="padding-left: 40px;">iv Explanation of a training program on operation and maintenance skills transfer to client/ employer during construction -5Marks</p> <p><i>Candidates will be required to score a minimum of 80% in the Technical Evaluation to proceed to the next stage of evaluation (Opening and Evaluation Opening financial bids.)</i></p>
2.6.3 The minimum technical score required to pass	80%
2.7.1 Alternative formulae for determining the financial scores is the following:	The weights given to the Technical and Financial Proposals are: T= _____ (0.80) P= _____ (0.20)
2.8.5 Weights: <i>T</i> = the weight given to the Technical Proposal, <i>P</i> = the weight given to the Financial Proposal; <i>T + P = 1</i>	The weights given to the Technical and Financial Proposals are: T= _____ (0.80) P= _____ (0.20)
2.9.2 The assignment is expected to commence on	within fourteen (14) days after signing of the contract document between the parties or as may be agreed during negotiations.

2.10 Award of Contract	<p>a). The Contract shall be awarded to the proposal that scores the highest combined technical and financial score and may be subject to negotiations.</p> <p>b)The amount of Professional Indemnity cover shall be 10%of the Contract Price.</p>
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Due Diligence

Prior to award notification and in In determining satisfactorily as to the information submitted by the candidate who has been recommended for tender award, Mwito Sacco Society limited may conduct due diligence to the bidder’s premises and reference sites of previous assignments so as to establish whether the information provided in the technical submission is accurate (post- qualification), in event there is discrepancy between information submitted by bidder and actual circumstances on the ground, then that shall form a sufficient basis for cancellation of the award, and consideration next ranked bidder.

SECTION III - TECHNICAL PROPOSAL

Table of Contents

- (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

(1) **TECHINCAL PROPOSAL SUBMISSION FORM**

(Location, Date)

To: (Name and address of Client)

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for _____
_____(Title of consulting services) in
accordance with your Request for Proposal dated
(Date) and our Proposal. We are hereby submitting our Proposal, which includes this
Technical Proposal, and a Financial Proposal sealed under a separate envelope.

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:

(ii) **FIRMS REFERENCES**

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

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

Assignment Name:		Country
Location within Country:		Professional Staff provided by Your Firm/Entity(profiles):
Name of Client:		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 Associates
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:

(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

(V.). TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

(vi) **FORMAT OF CURRICULUM VATAE (CV) FOR
PROPOSED PROFESSIONAL STAFF**

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Nationality: _____

Years with Firm: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Certification:

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

Date: _____
(*Signature of staff member and authorized representative of the firm*)

Full name of staff member: _____

Full name of authorized representative: _____

(vii).

TIME SCHEDULE FOR PROSESSIONAL PERSONNEL

Months (in the Form of a Bar Chart)

Name	Position	Reports Due/ Activities		1	2	3	4	5	6	7	8	9	10	11	12	No of months

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

(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	9 th	10 th	11 th	12 th	
Activity (Work)													

(b). Completion and Submission of Reports

Reports													
Inception Report													
Preliminary Design Report													
Final design report													
Draft Bid Documents													
Final Bid Documents													
Bid evaluation report													
Monthly construction progress reports													
Final report on project completion													

SECTION IV: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc as may be applicable. The costs should be broken down to be clearly understood by the procuring entity. The rates for staff shall be as per the attached tables. Consultants shall fill in the quantities against each and total up for each category.

The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.

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

SECTION IV - FINANCIAL PROPOSAL STANDARD

FORMS Table of Contents

1. Financial proposal submission Form
2. Summary of costs
3. Breakdown of price/per activity
4. Breakdown of remuneration per activity
5. Reimbursable per activity
6. Miscellaneous expenses

1. FINANCIAL PROPOSAL SUBMISSION FORM

_____ [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 the sum of (_____) *[Amount in words and figures] inclusive of the taxes.*

We remain,

Yours sincerely,

_____ *[Authorized Signature]*

:

_____ *[Name and Title of Signatory]:*

_____ *[Name of Firm]*

_____ *[Address]*

2. SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s)
Subtotal		
Taxes		
Total Amount of Financial Proposal		<hr/>

3. BREAKDOWN OF PRICE PER ACTIVITY

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

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No.: _____	Description: _____
Price Component	
Remuneration	
Reimbursable - e.g, travel expenses [for consultants based out of Mombasa town, about 150km away]	
Miscellaneous Expenses - e.g., prints	
Subtotal	_____

5. REIMBURSABLES PER ACTIVITY

Activity No: _____ Name: _____

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

6. 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				<hr/>

SECTION V: - TERMS OF REFERENCE

CONSULTANCY SERVICES FOR THE PREPARATION OF PRELIMINARY AND DETAILED DESIGNS, ENVIRONMENTAL IMPACT ASSESSMENT REPORT, TENDER DOCUMENTS AND CONSTRUCTION SUPERVISION OF MIXED USE DEVELOPMENT FOR MWITO SACCO SOCIETY LIMITED, DESAI ROAD, NAIROBI

GENERAL PROVISIONS

Introduction

These terms of reference (TOR) refers to the provision of Consultancy Services for the, **preliminary and detailed designs, environmental impact assessment report, tender documents and construction supervision of mixed use development for Mwito Sacco society limited, Desai road, Nairobi.** These terms of reference set out the function, duties, responsibilities, qualifications and reporting relations of the consortium of consulting firms that will be responsible for the preparation of Preliminary and Detailed designs, Tender Documents and Construction Supervision of the Proposed **mixed use development** for Mwito Sacco society limited, Desai road, Nairobi. The objective of the terms of reference is to provide the criteria for procuring Consultancy Services

DEFINITIONS

Where the words and phrases are highlighted in the text of this document they shall bear the meaning assigned to them here under, and where such words and phrases are not highlighted they shall bear the meaning consistent with the contract.

- # **Construction Management** is the management of the physical construction process within the built environment and includes the coordination, Administration, and management of resources. The Consultant is the one point of responsibility in this regard.
- # **Construction Project Management** is the management of projects within the built environment from conception to completion, including management of related professional services. The Consultant is the one point of responsibility in this regard.
- # **Project** means the total development envisaged by the Mwito Sacco Society Ltd, including design, environmental studies, tender documentation, tender process and construction supervision and the construction.
- # **Works** means all work executed or intended to be executed in accordance with the construction contracts.
- # **The Client Representative** means the person or entity appointed by the Mwito Sacco society ltd and who has full authority and obligation to act in terms of the construction contracts.

- # **Lead Consultant** means the person or entity appointed by the Mwito Sacco society ltd to manage and administer the services of all other consultants.
- # **Quantity Surveyor** means the person or entity appointed by the Mwito Sacco society ltd to establish and agree all budgets, and implement and manage the necessary cost control on the project.
- # **Contractor** means any person or legal entity entering into contract with the client for the execution of the **works** or part thereof
- # **Nominated Subcontractors** are specialist and other subcontractor executing work or supplying and fixing any goods who may be nominated by the Client.
- # **Domestic Subcontractors** are specialist and other subcontractor executing work or supplying and fixing any goods and who are selected by the contractor in consultation with the Principal Consultant.
- # **Suppliers** mean a person or entity appointed by the client to supply goods and products for incorporating into the project.
- # **Construction/Contract Program** is the program for the works indicating in logic sequence and duration of all activities to be completed by the contractors, subcontractors, and suppliers in appropriate detail for the monitoring of progress on the works.
- # **Procurement Program** is the program indicating the timeous purchasing requirements for the project, including but not limited to the services of consultants, contractors, subcontractors, and suppliers required for the execution of the execution of the project program.
- # **Public** means any person or group of persons who is, or whose environment is, either directly or indirectly affected by any project and construction management activity, or by a product, outcome or influence of a project and construction management activity, which may impact on the health, safety and interest of such person or group of persons.
- # **Substantially Practice** means regularly and consistently carries out project and construction management work identified in section 4 of this document, and charging professional fee for such work and accruing professional responsibility to a client or an employer for the performance of such functions.

5.1.2 BACKGROUND INFORMATION

Mwito Sacco society Limited was registered on in the year 1979 under the Co-operative Societies Act Cap 490 Laws of Kenya as limited liability society in order to mobilize savings and provide affordable credit facilities. The Sacco draws its membership from employees of Ministry of Kenya Wildlife, Tourism and Kenya Marine and Fisheries Research institute.

The Sacco opened its common bond to non members in the year 1994. This was aimed at enabling the Sacco introduce more loan and savings products and services for non members like the retirees. The Sacco is located at Ngara Estate next to Kenya Institute of Curriculum Development (K.I.C.D) some two (2) Kilometers from Nairobi City Centre.

5.1.4 OBJECTIVES OF THE ASSIGNMENT

The MWITO SACCO SOCIETY LTD has identified the need to carry out construction works of the mixed use development that will enhance the capacity MWITO SACCO SOCIETY LTD to serve the members better

SCOPE OF WORK

General

The mixed use development shall involve construction of offices with an indication of the growing and mutating nature of the area to accommodate future housing or other mixed use alternatives as may be advised by the consultant.

Consequently, the consulting firm shall provide all the consulting services necessary to ensure the successful preparation of detailed designs, prepare and submit cost estimates at every stage of the design process for all the elements and carry out construction supervision of the works. The following will be prepared:

- i. Architectural designs including interior design
- ii. Quantity Surveying (including tender document and cost estimates)
- iii. Structural/Civil engineering designs,
- iv. Electrical and Mechanical Engineering designs
- v. Environment Impact Assessment (EIA).

The proposed scope of services will also involve the following: -

- a) Assist in the application for including obtaining development approvals from, county government and the National Environmental Management Authority and National Construction Authority.
- b) **The plot is rectangular in shape measuring about 26metres in length by 15.5 metres in width The consultant shall locate desired facilities necessary for making the centre fully pledged within the plot. If the proposed facilities are spread within several sections, appropriate covered walkways shall be provided to link the facility.**

Planning and preparation of designs for the following facilities: -

- (a) Basement parking - Adequate for the office and long-term users of the building
- (b) Offices to house the following: -
 - Temporary office structure to hold office registry and archive.
 - Sacco CEO.
 - Finance Department: Managers office and open office with 8 officers.
 - Internal audit office: Managers office and open office with 2 officers.
 - Deputy CEOs Office.
 - Credit Department: Managers office and open office with 10 officers and an interview room.
 - Human Resource office
 - ICT processing office including a well ventilated back-up and server room - Manager and 3 officers.
 - Board room - 30 persons
 - A small meeting room - 10 people
 - Registry office. Office and archive.
 - Storage room/Inventory room
 - Reception/customer care desk at the banking hall
 - Lounge/visitor waiting room-next to CEOs Office.
 - Kitchen and kitchen store
 - Banking hall, bulk cash cubicle, teller cubicles and Front Office Savings Activity (banking hall) supervisor's desk.
 - Generator/standby power
 - Strong Room.
- c) Note that the space allocation and sizes will vary after the preliminary designs are done.

The SACCO envisions a phased approach in development of the project.

The initial Phase 01 is envisaged to be fully constructed consisting of enough parking (adequate for phase 01 and phase 02) and about 2 levels (stories) to take care of the mid-term needs of the sacco. In the long term a multistory high rise building - preferably be a residential building will be constructed. This would be in the next 7-10 years.

Thereafter, a phase 03 consisting of an high-rise office block will be build where the current Sacco Office occupies.

The initial construction phase should house the Sacco in an expanded office space. However, the consultant should recognize that the long-term intent of the project must be achieved in the long term. The consultant must envisage complete design of Phase 01 and 02 and design the project as such. To take full advantage of the future potential of the plot, plot ratios and coverage must be obeyed to give the client the full term potential of the site in a high-rise development. The Phase 01 and 02 will be independent in the long term from Phase 03.

The Architect shall be the Team Leader of the Consultancy and shall coordinate and supervise the execution of the assignment. The consulting firm shall provide the services outlined below: -

- # Prepare of Preliminary designs and cost estimates,
- # Discuss the preliminary designs and cost estimates with the Client before, proceeding to finalize the detailed designs. The detailed designs shall only be final for the phases scheduled and authorized by the client,
- # Incorporate any comments that may arise from the preliminary design and cost estimate submissions and discussions,
- # Prepare detailed designs that will include working drawings, details, specifications, bill of quantities and Tender documents for procuring the construction of the building,
- # Supervise construction works
- # Conduct regular site meetings and inspections,
- # Prepare regular valuations and certifications of the construction works, which shall include project appraisal reports, final account, etc.,
- # Submit valuations and certificates to the Project Manager for transmission to the Mwito Sacco society Limited for payments,
- # Administer the defects liability period and inspecting rectified defects,
- # Prepare and deliver "As Built" drawings for all the works to the custody of the Mwito Sacco society ltd,
- # Ensure that all the activities under the assignment are appropriately incorporated into the project work plan,
- # Ensure that the designs and specification for the works are based on the specific needs of mwito Sacco society Ltd. The consulting firm shall ensure the designs take into cognizance current and future needs of the mwito Sacco society Ltd
- # Respond to any other needs arising from the construction works, and
- # Carry out topographical site surveys and detailed site investigation to facilitate preparation of detailed designs,
- # The consultant shall carry out an environmental impact assessment, submit the necessary reports and obtain approval of the National Environmental Management Authority.

Schedule of Duties

The duties of the consultant shall be in accordance with the duties outlined in the Conditions of Engagement and Scales of Fees for Professional Services for Building and civil Engineering Works 1987 Edition.

a. Architect

- i. Inception stage
 - # Advise Client on services, duties and fees,
 - # Receive initial statement of requirements and outline possible cause of action,
 - # Receive preliminary brief and schedules of accommodation together with cost limitations if any.
- ii. Preliminary Sketch Design Stage
 - # Analyze client's requirements and instruct other consultants

- # Do initial research into available data relevant to the project,
 - # Advise on necessity for any special surveys, investigations or tests which may be required,
 - # Consult local authorities and other relevant statutory bodies to ensure compliance with their laid down requirements'
 - # Advise on necessity and extent of supervision including supervisory staff required,
 - # Prepare a presentable scaled preliminary sketch design with adequate descriptions and illustrations, showing layouts , preliminary infrastructural services, basic mode of construction and approximate estimate of cost. Inform the client of any major decision required.
 - # Receive client's comments and make amendments as necessary
- iii. Final Design stage
- # Prepare in collaboration with other consultants where necessary, a final design consisting of scaled and adequately dimensioned drawings with outlined specifications to indicate more precise aspects of arrangements , materials , appearance, construction and special requirements.
 - # Where required submit to the local authority for town planning consent and approval under the relevant by-laws
 - # Prepare an implementation programme, revised cost estimates and present to the client together with the final design for comment,
 - # Make amendments as necessary
 - # Obtain Client's consent to any changes that may result from by-laws and other statutory requirements,
 - # Receive the client's written approval of final design.
- iv. Design details, Production Drawings and Tender Documentsstage
- # Complete detailed design incorporating the design work done by other consultants and prepare all necessary production drawings with all details and specifications necessary for preparation of bills of quantities and construction,
 - # Obtain estimates and other information from possible sub-contractors and suppliers,
 - # Prepare production information for bills of quantities and/or specifications
 - # Ensure that drawings, bills of quantities and/or specifications produced by other consultants tally with Architect's drawings.
- v. Tender Action and Construction stage(Supervision Period)
- # Advising on tenderers, obtain and advise on tenders, contract and appointment of the contractor,
 - # Advise on appointment of site supervisory staff,
 - # Supply information to the contractor to enable him to take possession of the site
 - # Make periodic visits to the site to ensure that the contractor complies with the terms of the contract,
 - # Issue interim certificates in collaboration with other consultants

- # Issue certificates of practical completion in collaboration with other consultants,
 - # Prepare in collaboration with all other consultants , as-built drawings as well as maintenance and operational manuals
- vi. Defects Liability Period Stage
- # Prepare schedule of defects,
 - # Check final account
 - # Issue certificate of making good defect and completion in collaboration with other consultants
- vii. General Duties
- # The Architect shall be the team leader of the Consultancy team responsible for coordination and integration of designs by other Consultants. The consultants shall be professionally responsible for the detailed design and supervision of the work entrusted to them,
 - # The architect shall not initiate or proceed with any stage of the design or deviate from the approved design without the written authority of the Client
 - # When need arises to alter any part of the design such alteration shall be made in collaboration with other consultants
- b. Quantity Surveyor**
- i. Inception Stage
- # Hold meetings with the Client and other Consultants and visit site
- ii. Preliminary Sketch Design Stage
- # Liaise with the Client and other consultants on programme for the works,
 - # Prepare approximate estimate of cost based on linear, superficial , cubic or similar basis from outlined sketch proposals,
 - # Advise on possible design economies and on the financial implication of different proposals
 - # Amend approximate estimate as necessitated by modifications to sketch proposals.
- iii. Final; Design Stage
- # Provide cost advice as necessary for preparation of final design
 - # Amend approximate cost estimate as necessary
 - # Collaborate in preparation of time Table covering the Consultants work for preparation for Tender Documents,
 - # Make minor amendments as necessary to approximate estimate and advise on design economies.
- iv. Design details, Production Drawings, Tender Documents
- # Amend approximate estimates as necessary, cross checking with budget allocation during preparation of contract drawings and report accordingly,
 - # Advise on form of contract,

- # Prepare bills of quantities including bills and/or specification for nominated sub-contractors and supplier's work except where other consultants are commissioned,
 - # Prepare tender documents and ensure that they tally with other consultants drawings and specifications,
 - # Provide to the Client final estimates of the works based upon priced bills of quantities.
- v. Tender Action and Construction Stage(Supervision Period)
- # Advise on tenderers, obtain and evaluate tenders, advise on the contract and recommend on the appointment of the contractor,
 - # Draw up contract documents ,
 - # Obtain, check and report on tenders for nominated sub-contractors where necessary,
 - # Make periodic visits to site to measure "provisional" or varied work,
 - # Make periodic visits to sites to survey works in progress, take particulars and prepare valuations for interim payments to the contractor in collaboration with other consultants,
 - # Prepare periodic financial appraisals in consultation with other consultants,
 - # Advise the Client on financial implications of proposed variations and submit details of additional funds required,
 - # Revise estimated final cost, submit financial appraisals and provisional final account figures,
 - # Advise on contractual matters,
 - # Examine, evaluate and report on contractor's claims.
- vi. Defects Liability Period Stage
- # Complete measurement and pricing of final account and agree with the contractor,
 - # Advise on any outstanding disputes with the contractor excepting being involved in the arbitration and litigation processes
 - # Prepare valuation for final certificate in collaboration with other consultants

c. Structural/civil Engineer .

Inception Stage

- # Advise on the need for specialized design services,
- # Advise on structural forms, suitable materials and building location

ii. **Preliminary Sketch Deign Stage**

- # Investigating on available data or information relating to the project and which are relevant to the works,
- # Initiating and controlling normal soil investigations,
- # Advising on the necessity of any special surveys, investigations or tests which may be required for the proper design and construction of works, arranging for these to be carried out on his behalf and considering and advising on the results of such special surveys, investigations and tests.

- # Advise on economy of the structural forms proposed by the Architect and recommend on the best alternative structural solution,
 - # Provide the client with the report justifying structural concept adopted and the structural materials used for the project, Consulting the local or other authorities affecting matters of principles in connections with the structural,
 - # Providing sufficient structural information to enable other consultants to produce their sketch designs
- iii. Final Design Stage
- # Developing the design in collaboration with other consultants and preparing of calculations, drawings and specifications of the works to a stage necessary for bills of quantities to be prepared and tenders obtained,
 - # Advising on the relevant parts of the conditions of contract , forms of tender and invitation of tender as may be necessary to enable the works to be tendered for or otherwise ordered by the client,
 - # Consulting the local or other authorities in connection with the structural design and the preparation and submission of typical details and typical calculations.
- iv. Design Details, Production Drawings and Tender Documents stage
- # Preparing any further designs, specifications and drawings necessary for the information of the contractors to enable them to carry out the works including provision of the bending schedules for reinforced concrete, but excluding shop details,
 - # Preparing details and calculations relating to the works, other than typical details and typical calculations as may be required for submission to any appropriate authority,
 - # Completion of all detailed drawings and shop drawings if required,
 - # Advising on tenders, tenderers, prices and estimates for carrying out the works. No tender shall be called or order placed by the consultant on behalf of the Client except with his authority in writing,
 - # Ensure that drawings, Bills of Quantities and all specifications produced by other consultants comply with the structural working drawings and specifications.
- v. Tender Stage and Construction stage(Supervision Period)
- # Advising on the tenderers, obtain and advise on tenders, prepare and advise on the contract and appointment of the contractor,
 - # Advising on the appointment of the resident site staff,
 - # Checking shop details for accuracy of general dimensions and adequacy of members and connections,
 - # Preparing and advising on certificates for payment to contractors,
 - # Performing any duties which the consultant may be required to carry out in accordance with any contract for the execution of the works - provided that he shall first have approved design and specification relating to that contract,

- # Giving necessary instructions to the contractor, provided that the consultant shall not without the prior approval of the client give any instructions which are likely to increase the cost of the works, and making such site visits of general inspection as to satisfy himself and the client that the works are executed according to the design and specifications,
 - # satisfying himself as to the suitability and performance of the clerk of works and/or Resident engineering staff,
 - # Delivering to the client on completion of the works as built drawings and other documents,
 - # Assisting in settling disputes or differences which may arise between the client and contractors, except litigation and arbitration
- vi. Defects Liability Period stage
- # advising on any defects arising due to structural causes and advising on the immediate remedy,
 - # issuing certificates of making good defects.
- d. **Services engineer Electrical and Mechanical**
- i. Inception Stage
- # The consultant shall advise on the need for the specialized design services which demand hiring special expertise to be brought under him,
- ii. Preliminary Sketch Design Stage
- # Investigating available data or information relating to the project and which are relevant to the works and collaborating with other consultants,
 - # Advising on the necessity for any special surveys, investigations or tests which may be required for the proper design and construction of the works,
 - # arranging for the special surveys, investigations and tests referred above to be carried out on the results there from
 - # Consulting local or other authorities affecting matters of principle in Connection with the design,
 - # Providing sufficient preliminary information and approximate estimates based on linear, superficial, cubic or similar basis regarding the works to enable other consultants' to prepare preliminary sketch plans or preliminary tender drawings for the project to approval by the Client,
 - # Preparing preliminary sketch schemes for approval by the Client before proceeding to final design stage.
- iii. Final Design Stage
- # Preparing engineering services scheme and/or providing such other information as is consistent with the approved preliminary design to enable final design to be completed,

- # Making minor amendments as necessary on the preliminary sketch scheme
 - # Reviewing and revising approximate estimates,
 - # Preparing preliminary detailed cost plant estimates where required.
- iv. Design Details, Production Drawings and Tender Documents stage
- # Preparing such designs, details and drawings as may be necessary for the invitation of tenders and for the execution of the works. The drawings referred to in this clause are the “Tender Drawings” completed to such detail as to enable competitive tenders to be obtained,
 - # Amending approximate estimates as necessary during preparation of contract drawings,
 - # Preparing and drawing up such specifications as may be necessary for inviting tenders and for the execution of the works,
 - # Advising on the appropriate conditions of contract forms of tender and invitations to tender as may be necessary to enable the works to be tendered for or as otherwise instructed by the Client,
 - # Providing such information as may be necessary to enable adequate provisions to be made for the installation of works in the manner specified by the consultant,
 - # Examining the tender documents to ensure consistency with the designs and documents by other consultants.
- v. Tender Stage and Construction stage(Supervision Period)
- # Inviting tenders, examining and reporting on tenders and advising on the appointment of the contractor,
 - # Preparing the contract documents relating to accepted tender
 - # Examining contractor’s details and proposals for which the consultant’s approval is required by the contract,
 - # Advising on the appointment of the resident site staffing
 - # Issuing instructions to the contractor as necessary to enable them prepare their working drawings and to execute the works,
 - # Making periodic site visits to the site to ensure that the contractor complies with the terms of the contract,
 - # Witnessing and approving acceptance tests of the works on site,
 - # Arranging for the delivery to the client of copies of as-built drawings, manufacturers operational and maintenance manuals and where appropriate certificates of works’ tests,
 - # Advising on interim valuations in respect of the works and on the settlement of the claims and contractors’ final accounts and issuing certificates for payment as appropriate
 - # Settling disputes or differences which may arise between the Client and contractors except litigation and arbitration

Issuing certificates of practical completion

vi. Defects Liability Period stage

- # Making such visits for inspection as the consultant considers necessary,
- # Preparing schedule of defects and advising on matters pertaining to defects noted and on the efficient and correct operation of the installation forming part of the works,
- # Issuing certificates of making good defects

e. Environmental impact assessment expert

Carry out social impact assessment of the project to the areas traversed by the proposed project including preparation of a mitigation Action if and where needed

Monitoring of sound use of resources and protection of the environment

The Consultant shall monitor the environmental impact of the works and issue the necessary instructions to the Contractor whenever avoidable damage to the environment occurs or is likely to occur. In particular, the Consultant shall monitor the full respect of the following recommendations for environmental protection during implementation of the project:

- Advise on proper location of Contractor's campsites to an area so as to minimize disruption to local population, fauna and flora and watercourses; provision of adequate drainage facilities and treatment of sewage and waste disposals and ensure that camp areas are dismantled and rehabilitated once construction is completed
- Minimise water and soil pollution caused by runoff waters;
- Minimise noise and dust levels.

The Consultant shall ensure that all parties involved in the works will be informed about the developments on site relevant to their respective competences. Representative of public utility firms, traffic police, local government and water management bodies shall be invited from time to time to site whenever necessary to hold special coordination meetings.

The consultant will also prepare an EIA report for onward transmission to NEMA and facilitate and get license for construction for the contractor including renewal at an y point over the life of the project if required.

PROCUREMENT OF WORKS CONTRACTORS

Nominees of the lead consultancy shall participate in the procurement process for the construction works contractors. He shall participate fully in the pre-qualification of contractors, the tender process and evaluation documents submitted by contractors in close consultation with the project implementation committee and any other persons engaged by the client. The process shall be refereed strictly in compliance with the Public Procurement and Asset Disposal Act, 2015 and its attendant regulations.

CONSTRUCTION SUPERVISION

The consultancy firm shall carry out construction supervision and monitoring of the implementation of the works during construction, conduct regular site meetings and inspections. The consultancy firm shall prepare monthly valuations and certificates and submit them to the Chief Executive officer for consideration and payment. They will be responsible for administering the defects liability period, inspecting rectified defects, preparing and submitting As- built drawing to the CEO Mwito Sacco society limited.

The consultancy firm will supervise and coordinate the work of the construction works supervision team. They will work in close consultation with the Project Implementation Committee/Project Manager appointed by the Mwito Sacco society limited to manage the day-to-day implementation of the project. The consultancy firm shall prepare and submit monthly progress reports to the Project Implementation Committee/Project Manager that shall detail all work performed during the reporting period, including a financial appraisal of the project and issues arising from the implementation of construction works. In addition, the consultancy firm shall prepare valuations and certificates on a monthly basis and submit them to the Director General, Joint Service for evaluation and payment.

OUTPUTS

General

Various reports shall be prepared and submitted in the course of execution of the assignment. All reports will be produced and submitted in electronic and hard copy to the Project Implementation Committee/Project Manager . The relationship between the consultant firm and the institutions currently responsible for project management / administration, are set out here below:

The consulting firm will work closely with the Project Implementation Committee appointed to oversee the implementation of projects at the tactical level. The Project Implementation Committee shall meet monthly and assesses progress against plans and whether planned activities are still feasible. It will ensure co-ordination and leadership at the departmental level.

The consulting firm will report to the Project Implementation Committee and raise issues arising from the construction works execution requiring their attention. The Consultant shall prepare and submit monthly progress reports to the Project Implementation Committee which shall detail all work performed during the reporting period, the financial appraisal of the project and issues arising

from the implementation of the construction works. The consulting firm will supervise and coordinate the work of the construction works team.

5.5. 2 Progress Reports

The consulting firm shall prepare and submit monthly progress reports which shall detail all work performed during the reporting period. These reports shall detail encountered and anticipated difficulties and delays in the work, their causes and remedies proposed to solve them. The progress reports shall also contain a financial appraisal of the project. All reports shall be in standard A4 while drawings shall be submitted in A1 standard size.

5. 5. 3 Final Report

A substantial final report will be drafted at the end of the construction works. It will incorporate all revisions made during the implementation of the works, final drawings, technical specifications and bill of quantities, The final report shall incorporate all revisions arising during the implementation of the construction works It will give a summary of the works realized, reflect on issues that were raised during the assignment, lessons learned, and recommendations for the future. The final report shall include a final account for the construction works contract and all drawings in both hard and soft copies.

A total of three copies will be produced in English and submitted in electronic and hard copies to the CEO Mwito Sacco society Limited

Bills of Quantities

The calculated quantities for the items of construction shall be based on the final design drawings. The quantities shall be calculated in accordance with accepted methods of measurements, which shall be agreed with the Project Implementation Committee. A detailed Bills of Quantities shall be prepared generally corresponding to the relevant Sections of the Standard Specifications and including contingencies and escalation of price elements.

Information to be provided by mwito Sacco society ltd

The **mwito Sacco society ltd** shall supply all pertinent information and give such assistance as shall reasonably be required for the conduct by the consultancy firm of their duties under the contract save that such assistance shall not be extended to the provision of any supplies or services. The consultancy firm shall be required to pay for the purchase fee of any documents. The **MWITO SACCO SOCIETY LTD** shall liaise with other stakeholders to organize meetings that will facilitate the Consulting firm's work.

Consultants Skills and Competencies

The consultant firm will manage an inter-disciplinary team of individual consultants that will bring together combined expertise in the following disciplines:

- i) Architectural design
- ii) Quantity surveying
- iii) Structural and Civil engineering
- iv) Services (Electrical & Mechanical) engineers

v) Environmental impact assessment expertise

The lead consultant should therefore have experience of leading an inter-disciplinary team; have excellent management, coordination and supervision and report writing skills., the lead consultant (either as individual or firm) must demonstrate specific experience related to the assignment through evidence of five jobs of similar nature and magnitude undertaken in the past ten years

The Consultant shall be expected to provide the full range of services required to carry out comprehensive planning, design, environmental impact assessment, tender documentation and construction supervision. The consultant shall therefore factor into his proposal all services that are necessary such as topographical surveys, site investigations, interior designs, environmental impact assessment that is necessary. The consultant shall also prepare and submit documents required for the approval of the designs by all the relevant authorities including the Nairobi County Government, National Construction Authority, National Environmental Management Authority, Water Resources Management Authority.

Key Staff

All key staff shall possess a minimum post qualification experience as stated below and shall be registered with the relevant authorities. The following personnel shall be considered shall be required for the assignment: -

- 1 Lead Partner (the Architect) - 20 years , *assisting architect 15years*
- (b). The Quantity Surveyor - 10years , *assisting QS 5years*
- (c). The Structural/Civil Engineer - 10years & *assisting engineer 5years*
- (d) EIA Expert -8years & *assisting eia expert 4years*
- (e). The Services Engineer (*Electrical, & Mechanical / IT/ CCTV*) - 7years for all the *expertise for each expert in their respective areas:*

Each of the above key staff shall be registered with the relevant professional body and shall have a Minimum s post qualification experience stated above.

Security and Confidentiality

The consultant firm shall treat in the strictest confidence and not make use of and/or divulge to third party any information or documents which are linked to the performance of the contract. The consultant firm shall treat all material encountered during the duration of this Contract and any specific contract as confidential and will not disclose the material to any third party, except when explicitly authorized. The consultant firm may only utilize the information contained in the material for the purposes identified in the Contract. The consultant firm shall take all practical steps to keep the material confidential and shall restrict access to the material to the members of the consulting firm's team only. The consultant firm shall take all appropriate steps for each product to ensure that the data and the magnetic media upon which they are stored are safely preserved.

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 Mwito Sacco society limited, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitations.

Time frame

The complete design, documentation and implementation of the construction works shall commence as early as indicated in the appendix on the information to consultant, special conditions of contract and continue for an estimated maximum period of 36months in the first phase. The consulting firm shall submit a work program for the entire project with his proposal. The works shall be scheduled taking into account the that mwito Sacco society limited intend to carry on with business in an existing structure within premises with least disruption.

Note: The estimated time of key experts is given as an indication only. However, consultants shall be free to propose their own estimates.

Taxes and Duties

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

Variation of the works

During supervision of the implementation of construction the consultant shall not cause the works to be varied without approval by the Mwito Sacco society ltd.

End of Consultancy

The full range of consultancy services shall be provided and unless specifically instructed.

SECTION VI: STANDARD FORMS OF CONTRACT

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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 linked to the delivery of certain outputs, usually reports. Lump-sum contracts have the simplicity of administration, the Client having only to be satisfied with the outputs without monitoring the staff inputs and should be used for

large Assignments in for example Design; Engineering; Supervision and Management Services; Master plans; Economic and Feasibility studies; and Surveys.

2. The Contract includes four parts: Form of Contract, the General Conditions of Contract, the Special Conditions of Contract and the Appendices. The Client using this standard contract should not alter the General Conditions. Any adjustment to meet any specific project features should be made only in the Special Conditions.

CONTRACT FOR CONSULTANT'S SERVICES

between

[name of the Client]

AND

[name of the Consultant]

Dated: _____ *[date]*

I. FORM OF CONTRACT

Large Assignments (Lump-Sum Payments)

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 presented 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: [**Note: If any of these Appendices are not used, they should be deleted from the list**]
 - 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 Authorized 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

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

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

- (k) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (l) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and
- (m) "Sub consultant" means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

Law Governing the Contract	This Contract, its meaning and interpretation and the relationship between the Parties shall be governed by the Laws of Kenya.
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.
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.
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.
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.
Taxes and Duties	The Consultant, Sub consultant[s] and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

Effectiveness of Contract	This Contract shall come into effect on the date the Contract is signed by both Parties and such other later date as may be stated in the SC.
----------------------------------	--

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.
Expiration of Contract	Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period, after the Effective Date, as is specified in the SC.
Modification	Modification of the terms and Conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.

Force Majeure

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

No Breach of Contract The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

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

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

Termination By the The Client may terminate this Contract by not less than

Client 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 anything of value to influence the action of a public official in the selection process or in Contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of Contract to the detriment of the 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.

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.

Payment Upon termination of this Contract pursuant to Clauses **upon** 2.6.1 or 2.6.2, the Client shall make the following **Termination** 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 of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

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

Conflict of Interests

- | | |
|-------------------|--|
| Consultant | <ul style="list-style-type: none"> (i) The remuneration of the Consultant pursuant to Clause 6 Not to shall constitute the Consultant's sole remuneration Benefit from in connection with this Contract or the Services and the Commissions, Consultant shall not accept for his own benefit any Discounts, trade commission, discount or similar payment in Etc. connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration. (ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and |
|-------------------|--|

his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.

- (iii) Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any applicable procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of the Client.

Consultant The Consultant agrees that, during the term of this and Contract and after its termination, the Consultant **Affiliates** and his affiliates, as well as any Sub consultant and any **Not to be** of his affiliates, shall be disqualified from providing **Otherwise** goods, works or services (other than the Services and **Interested in** any continuation thereof) for any project resulting **Project** from or closely related to the Services.

Prohibition of Conflicting Activities

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

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

Confidentiality

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

Insurance to be

The Consultant (a) shall take out and maintain **Taken Out by the** and shall cause any sub consultant[s] to take out **Consultant** and maintain, at his (or the sub consultants', as the case may be) own cost but on terms and conditions

approved by the Client, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

Consultant's Actions Requiring Prior Approval The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions; **Client's**

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

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.

Documents All plans, drawings, specifications, designs, reports and prepared by other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and **ant to Be the Property of the Client** 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

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

Removal (a) Except as the Client may otherwise agree, no changes and/or 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 **Replacement Of Personnel** 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

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.
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.
Services and Facilities	The Client shall make available to the Consultant the Services and Facilities listed under Appendix F.
Lump-Sum Remuneration	6. PAYMENTS TO THE CONSULTANT The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Sub consultants' 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.

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.
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.
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.
Interest on Delayed Payment	Payment shall be made within sixty (60) days of receipt of invoice and the relevant documents specified in Clause 6.4. If the Client has delayed payments beyond sixty (60) 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

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.

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 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) Member]	The Member in Charge is _____ [name of
1.4	The addresses are: Client: _____. Attention: _____. Address: _____. Telephone: _____. Email address; Consultant: _____ Attention: _____ Telephone; _____ Telex: _____ Facsimile: _____
1.6	The Authorized Representatives are: For the Client: _____. For the Consultant: _____

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

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

The date for the commencement of Services is within fourteen (14) days after signing of the contract document between the parties or as may be agreed during negotiations.

The estimated period shall be 36 months

Note: The estimated time of key experts is given as an indication only. However, consultants shall be free to propose their own estimates.

3.4.1 The risks and coverage shall be: (i)
Professional Liability 100%

- (ii) The amount of Professional Indemnity cover shall be **10%** of the Contract Price from a reputable bank recognized by the Central Bank of Kenya
- (iii) Loss of or damage to equipment and property **0.5%**

- 5.1 Amend to read “the Consultant shall be responsible”
- 6.2 **There shall be no payment in foreign currency. All payments shall be in Kenya Shillings.**

Payments shall be made according to the following schedule:

- # Ten (10) percent of the lump-sum amount shall be paid upon completion of preliminary design stage.
- # Ten (10) percent of the lump-sum amount shall be paid upon submission of the report of the final design report.
- # Fifteen (15) percent of the lump-sum amount shall be paid upon completion of working drawings with detailed specifications.
- # Fifteen (15) percent of the fee shall be paid upon completion of all details of components, working and production drawings, bills of quantities and other contract documents.
- # Fifteen (15) percent of the lump-sum amount shall be paid upon approval of the final design report and submission of tender documents.
- # Thirty (30) percent of the lump sum shall be paid in instalments based on progress of implementation of the project as agreed with the client.
- # Retention fees of five (5) percent shall be paid after the final certificate of project completion has been signed.
- # Reimbursable expense claims shall be submitted together with the fee claim for the stage during which the expenses are incurred.
- # The professional indemnity shall be released when the total payments reach fifty (50) percent of the lump-sum amount.

There shall be no advance payment

Payment shall be done within 60 days from the receipt of the payment certificate.

There shall be no interest on delayed payments.

7.0

Any dispute arising out of the Contract that cannot be amicably resolved between the parties shall be referred by either party to the arbitration and a final decision by a panel of a person to be agreed between the parties. Failing agreement on the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairperson of the Chartered Institute of Arbitrators-Kenya branch on the request of the applying party. The seat of arbitration shall be in Kenya.

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or 2(c) and (2d) whichever applies to your type of business.
You are advised that it is a serious offence to give false information on this Form.

Part 1 - General

Business Name

Location of business premises: Country/Town Plot
No..... Street/RoadPostal
Address..... Tel No Nature
of Business Current
Trade Licence No..... Expiring date.....

Maximum value of business which you can handle at any time:
Kenya Shillings.....

Name of your bankers.....

Branch.....

Part 2 (a) - Sole Proprietor

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

Nationality..... Country of Origin.....

Citizenship details

Part 2 (b) - Partnership

Give details of partners as follows:

	<i>Name in full</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>
1.
2.
3.
4.

Part 2(c) - Registered Company

Private or Public

State the nominal and issued capita of the company:

Nominal KShs.

Issued KShs.

Give details of all directors as follows:

	<i>Name in full</i>	<i>Nationality</i>	<i>Citizenship Details*</i>	<i>Shares</i>
1.
2.
3.
4.

Part 2(d) Interest in the Firm:

Is there any person/persons in the employment of the Government of Kenya WHO has interest in this firm? Yes/No..... (Delete as necessary)

I certify that the above information is correct.

.....
Title

.....
Signature

.....
Date

* Attach proof of citizenship,

DECLARATION FORM- DEBARMENT.

Date_____

To: Chief Executive Officer,
Mwito Sacco society Limited
Desai road
NAIROBI

The tenderer i.e. (name and address)_____

_____declare the following:

- a) Has not been debarred from participating in public procurement.
- b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

Title

Date

Signature

(To be signed by authorized representative and officially stamped)

SELF-DECLARATION FORM ANTI-CORRUPTION DECLARATION

We (insert the name of the company/supplier)..... declare and guarantees that no offer, gift or payment consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone by our organization or agent, either directly or indirectly, as an inducement or reward for the award or execution of this procurement.

In the event the above is contravened we accept that the following to apply- a)

The person shall be disqualified from entering into a contract for the procurement;

or

b) If a contract has already been entered into with the person, the contract shall be voidable at the option of Mwito Sacco society ltd

c) The voiding of a contract by Mwito Sacco Society limited under subsection (b) does not limit any other legal remedy that Mwito Sacco society ltd may have

Name.....

Signature.....

Date.....

Company Seal/Business Stamp

ANTI-FRAUDULENT PRACTICE DECLARATION

We (insert the name of the company/supplier)..... declares and guarantees that no person in our organization has or will be involved in a fraudulent practice in any procurement proceeding.

Name.....

Signature.....

Date.....

Company Seal/Business Stamp

NON-DEBARMENT DECLARATION

We (insert the name of the company/ supplier) declares and guarantees that no director or any person who has any controlling interest in our organization has been debarred from participating in a procurement proceeding.

Name.....Signature.....Date.....

.....Company Seal/Business Stamp

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

REPUBLIC OF
KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW
BOARD

APPLICATION

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (Name of the
Procuring Entity) of

.....dated the...day of20.....in the matter of Tender
No of
.....20...

**REQUES
T FOR
REVIEW**

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

1
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2
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t
c
.

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

1
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2
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e
t
c

SIGNED

.....(Applicant
)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary