



**MASENO UNIVERSITY**

---

Tel: (057) 351622, 351008, 351011

Fax: (057) 351221, 351432

[www.maseno.ac.ke](http://www.maseno.ac.ke)

Mobile: 0722203411/0703591231

E-mail: [po@maseno.ac.ke](mailto:po@maseno.ac.ke)

Private Bag, **MASENO**

**REQUEST FOR PROPOSAL (RFP)  
REF. NO. MSU/RFP/016/2018-2019 FOR  
ASSETS VALUATION, TAGGING AND DEVELOPING OF COMPLETE AND UPDATED  
ASSETS REGISTER FOR MASENO UNIVERSITY.**

**TENDER DOCUMENT**

**CLOSING DATE: 13<sup>TH</sup> FEBRUARY, 2019  
TIME: 11.00 AM.**

**MASENO UNIVERSITY IS ISO 9001:2008 CERTIFIED  
*FOUNTAIN OF EXCELLENCE***



**MSU/RFP/016/2018-2019**

## TABLE OF CONTENTS

	Page
<b>INTRODUCTION</b> .....	1
SECTION I. Letter of Invitation .....	3
SECTION II. Information to consultants.....	5
Appendix to information to Consultants.....	11
SECTION III Technical Proposal .....	17
SECTION IV Terms of Reference .....	27
SECTION V. Standard Forms of Contract .....	29

**SECTION I - INVITATION TO TENDER**

Dear Sir/Madam,

**REQUEST FOR PROPOSAL REFERENCE NO:** MSU/RFP/016/2018 -2019  
**REQUEST FOR PROPOSAL TITLE:** ASSETS VALUATION, TAGGING AND DEVELOPING OF COMPLETE AND UPDATED ASSETS REGISTER FOR MASENO UNIVERSITY.

- 1.1 Maseno University is in the process of undertaking valuation of all its assets tagging and developing an updated assets register in line with Government regulations.
- 1.2 Interested eligible candidates may obtain further information as pertains to this tender from the Procurement Office, Maseno University (Tel: +254 (057) 351622, 351008, 351011 Fax: + 254 (057) 351221, 351432, 0722203411/0703591231) during working hours from Monday to Friday. Email: po@maseno.ac.ke.
- 1.3 Candidates may obtain a complete set of tender documents from Maseno University Procurement department or download from Maseno University website:www.maseno.ac.ke free of charge.
- 1.4 Prices quoted should be net inclusively all taxes and delivery costs, must be in Kenya Shillings and shall remain valid for 90 days from the closing date of the tender.

The address for correspondence is:

The Vice Chancellor,

Maseno University,  
P.O. BOX 333,  
**MASENO.**

To reach on or before **Wednesday 13<sup>th</sup> February, 2019 11.00 am** as per the University wall clock at the reception.

The tenders will be opened immediately thereafter **13<sup>th</sup> February, 2019 at 11.00 am** in the presence of the candidates representatives who choose to attend at the University Boardroom located at Siriba Campus.

<b>Table of Contents</b>	<b>Page</b>
<b>SECTION I – LETTER OF INVITATION.....</b>	<b>3</b>
<b>SECTION II – INFORMATION TO CONSULTANTS (ICT) .....</b>	<b>5</b>
2.1 Introduction.....	5
2.2 Clarification and Amendment of RFP Documents .....	5
2.3 Preparation of Technical Proposal .....	6
2.4 Submission, Receipt, and Opening of Proposals.....	7
2.5 Proposal Evaluation General.....	8
2.6 Evaluation of Technical Proposal .....	8
2.7 Negotiations.....	9
2.8 Award of Contract.....	9
2.9 Confidentiality.....	10
2.10 Corrupt or fraudulent practices.....	10
<b>SECTION III: - TECHNICAL PROPOSAL.....</b>	<b>16</b>
3.1 Notes on the preparation of the Technical Proposals.....	16
3.2 Technical Proposal Submission Form.....	18
3.3 Firm’s References .....	19
3.4 Comments and suggestions of consultants on the terms of reference and the data, services, and facilities to be provided by the client.....	20
3.5 Description of the Methodology and the Work Plan for Performing The Assignment.....	21
3.6 Team Composition and Task Assignment.....	22
3.7 Format of Curriculum Vitae (CV) for Propose Professional Staff.....	23
3.8 Time Schedule for Professional Personnel.....	25
3.9 Activity Work Schedule.....	26
<b>SECTION IV: - TERMS OF REFERENCE.....</b>	<b>27</b>
4.1 Terms of Reference for valuation service for Maseno University .....	27
4.2 Objectives of the valuation.....	27
4.3 Scope of the valuation.....	28
4.4 Duration of valuation .....	28
4.5 Time Schedule and Reporting Requirements.....	28

## **SECTION II: - INFORMATION TO CONSULTANTS (ITC)**

### **2.1 Introduction**

- 2.1.1 Maseno University will select a firm among those which submitted proposals, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the Maseno University in the Appendix.
- 2.1.2 The consultants are invited to submit a Technical Proposal and the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with property valuation Consulting services as per the Valuers Act Cap 532 of the Kenyan Law. In such a case the highest ranked firm of the Technical Proposal shall be invited to negotiate a contract on the basis of scale of fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client 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 "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.
- 2.1.4 The Maseno University will provide the inputs specified in the Appendix "ITC", assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2.1.6 The Maseno University's employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.7 The price to be charged for the tender document shall not exceed **Kshs.1,000.00**, if you get your document from Maseno university procurement department and free of charge if you download from our website. The Tender Security shall be **Kshs. 300,000.00** valid for 120 days from the date of opening.
- 2.1.8 The Maseno University shall allow the tenderer to review the tender document free of charge before purchase.

### **2.2 Clarification and Amendment of RFP Documents**

- 2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client's address indicated in the Appendix "ITC". Maseno University will respond by cable, telex, facsimile

or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2.2 At any time before the submission of proposals, Maseno University may for any reason, whether at his own initiative or in response to a clarification requested by responding consultant firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all responding consultant firms and will be binding on them. Maseno University may at his discretion extend the deadline for the submission of proposals.

### **2.3 Preparation of Technical Proposal**

2.3.1 The Consultants proposal shall be written in English language

2.3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

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

- (i) If a 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) For all the staff who will be involved in the exercise, consultants must indicate their responsibility in the assignment
- (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
- (v) The curriculum vitae(CV) of the staff proposed must be submitted with the proposal.

**2.3.4 THE TECHNICAL PROPOSAL SHALL PROVIDE THE FOLLOWING INFORMATION 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 five (5) 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".

2.3.5 The Technical Proposal shall not include any financial information.

**2.4 Submission, Receipt, and Opening of Proposals**

- 2.4.1 The original proposal (Technical Proposal) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorised to sign the proposals.
- 2.4.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix "A". Each Technical Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 2.4.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope Clearly marked "**TECHNICAL PROPOSAL**," The envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other

information indicated in the Appendix “ITC” and be clearly marked, “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**”

2.4.4 The completed Technical Proposal 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. Any proposal received later than the closing date for submission of proposal shall be rejected and returned to the individual consultant unopened. For this purpose, the inner envelope containing the technical proposal will bear the address of the consultant submitting the proposal.

2.4.5 After the deadline for submission of proposals, the Technical Proposal shall be opened Immediately by the opening committee and shall remain valid for 120 days.

## 2.5 Proposal Evaluation General

2.5.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to 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.

## 2.6 Evaluation of Technical Proposal

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

	<b>Points</b>
(i) Size of the firm and Specific experience of the consultants related to the assignment	(20)
(ii) Adequacy of the proposed work plan and Methodology in responding to the terms of reference	(20)
(iii) Qualifications and competence of the key staff for the assignment	(25)
(iv) Company’s previous delivery on similar assignments	(25)
(v) Financial stability	(10)
<b>Total Points:</b>	<b><u>100</u></b>

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 “ITC”



## 2.7 Negotiations

- 2.7.1 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.
- 2.7.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-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.
- 2.7.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 2.7.4 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.
- 2.7.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.
- 2.7.6 The Maseno University shall appoint a team for the purpose of the negotiations.

## 2.8 Award of Contract

- 2.8.1 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.
- 2.8.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix “A”.
- 2.8.3 The parties to the contract shall have it signed within **14 days** from the date of notification of contract award unless there is an administrative review request.
- 2.8.4 The Maseno University may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.8.5 The Maseno University shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within **14 days** of receiving the request from any tenderer.

2.8.6 To qualify for contract awards, the tenderer shall have the following:

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

## **2.9 Confidentiality**

2.9.1 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.

## **2.10 Corrupt or fraudulent practices**

2.10.1 The Maseno University 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 tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.10.2 The Maseno University will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.10.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

## Appendix to information to consultants

### Note on the Appendix to Information to Consultants

1. *The Appendix to information to consultant is intended to assist the Maseno University in providing specific information in relation to corresponding claims in the information to consultants included in Section II and the appendix has to be prepared for each specific consultancy.*
2. *Maseno University should specify in the appendix information and requirements specific to the circumstances of the Maseno University, the assignment of the consultancy and the proposals evaluation criteria that will apply to the RFP Consultancy on*
3. *In preparing the appendix the following aspects should be taken into consideration.*
  - (a) *The information that specifies or complements provisions of Section II to be incorporated.*
  - (b) *Amendments of Section II as necessitated by the circumstances of the specific consultancy to be also incorporated*
  - (c) *Section II should remain unchanged and any changes or amendments should be introduced through the appendix.*

INFORMATION TO CONSULTANTS REFERENCE	PARTICULARS OF APPENDIX TO INFORMATION TO CONSULTANTS
2.1.1	Name of Client: <b>Maseno University and</b>  Method of Selection: <b>Quality Based selection</b>
2.1.2	Both Technical Proposal are requested: <b>Yes</b> <ol style="list-style-type: none"> <li>i. <b>Technical Response (1 original hard copy and duplicate hard copy)</b></li> </ol> <b>The name and description of the assignment:</b> Asset Valuation, Tagging and developing of a complete and updated assets register at Maseno University located in Maseno Township, Kisumu City and a Beach Plot in Uhanya. This covers College Campus, Siriba Campus, Vet Farm, Kisumu Campus, Kisumu Hotel, Maseno University Conference Center, VC'S Residence, Old Kisumu Campus Library and Beach plot in Uhanya; including all but not limited to buildings, Biological Assets, Heritage and movable assets.
2.1.3	A pre-proposal conference will be held: <b>Yes.</b> The name, address and telephone numbers of the Client's official(s) is: Vice-Chancellor Maseno University, P.O. BOX 333, <u><b>MASENO</b></u> (Tel: 0722203411,0703591231 , E-mail po@maseno.ac.ke)

2.1.4	Maseno University will provide the following inputs: <ul style="list-style-type: none"> <li>• Provide contact information, where available, for purposes of the exercise</li> </ul>
2.1.6	Maseno University employees, committee members, board members and their relatives (spouse and children) are not eligible to participate. Further former employees, committee members and board members who have left the University within the last one year are not eligible to participate in this request for proposal.
2.1.7	Tenderers shall furnish, as part of its tender, a tender security amounting to <b>Kshs. 300,000.00</b> in the form provided in this Tender document, valid for 150 days from the date of tender opening.
2.3.3	(i) Not applicable (ii) Not Applicable (vi) Minimum qualification of proposed professional staff: <ol style="list-style-type: none"> <li><b>Have at least five (5) years of experience;</b> and</li> <li><b>Valid practicing license</b></li> </ol>
2.3.4	(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 <b>Five (5) years</b> . (vii) Not Applicable (viii) Not Applicable
2.4.3	Proposal documents should be deposited in the Tender Box at the Main Entrance to the University Administration Block situated at College Campus along Kisumu-Busia Road, so as to be received on or before <b>13<sup>th</sup> February, 2019 at 11.00 am</b> as per the University wall clock at the reception. <p style="text-align: center;">Vice Chancellor , Maseno University, P. O. Box 333, <b><u>MASENO.</u></b></p> <p>Telephone 0722203411/0703591231 Email: po@maseno.ac.ke Information on the outer envelope should also include the same address and Request for Proposal Number.</p>
2.4.4	The completed Technical Proposal must be delivered at the submission address on or before the time and date stated in the Appendix "ITC". Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.
2.4.5	The Proposal must remain valid for 120 days after the submission date.
2.5.1	The address to send information to the Client is: P. O. Box 333, Maseno.

	Telephone No. 0722203411/0703591231 Email: <a href="mailto:po@maseno.ac.ke">po@maseno.ac.ke</a>
2.7.1	Negotiations must be done ,and will be held at the same address
2.7.2	There shall be negotiations before signing of the contract. This will cover consultancy fee including disbursements.
2.8.2	Commencement of the assignment to be agreed on the day of contract signing.

### Clause 2.7.1 EVALUATION CRITERIA TO BE USED TO EVALUATE THE PROPOSALS

The received RFP will be evaluated in three stages as detailed below:

1. Stage1: Compliance with Mandatory Requirements;
2. Stage 2: Compliance with Technical requirements

#### Stage 1: Compliance with the Mandatory Requirements (MR)

The first stage of the evaluation will involve determination of responsiveness to the mandatory requirements of the Request for proposals. This will be done on a YES or NO basis.

No.	Requirements	Compliance
MR 1	Provision of documentary evidence of the company's certificate of incorporation	
MR 2	Provide a copy of the company's valid Tax Clearance Certificate (TCC) issued by Kenya Revenue Authority (KRA) (or the equivalent from the relevant authority for those companies outside Kenya) and MUST be valid as at the tender closing date.	
MR 3	Submit a completed company's profile using the Confidential Business Questionnaire provided in this tender document.	
MR 4	Serialize all pages for each bid submitted. The bid may contain/provide a table of contents for ease of reference	
MR 5	Provision of Tender Security (Bid Bond) of <b>KShs.300, 000.00</b> from a reputable bank or insurance company approved by Maseno University & valid for 120 days from date of tender opening.	
MR 6	Provide copies of audited accounts for the company for the last three consecutive accounting years (2016, 2017 & 2018).	
MR 7	Professional Indemnity cover of above <b>Kshs.100,000,000.00</b>	
MR8	Provide registration with professional body relevant for the assignment.	

The second stage will involve technical evaluation of the bids that meet all the Mandatory Requirements in stage one.

## Stage 2: Compliance with the Technical Requirements

Technical evaluation will be done based on the following general areas:

- (i) Specific experience of the consultancy firm and proposed resource(s).
- (ii) Relevant references from previous assignments.
- (iii) Proposed Program Control Methodology.

No	EVALUATION ATTRIBUTE	RESPONSE/ CRITERIA FOR SCORES	MAX. SCORE %	SCORE OBTAINED %
<b>T1</b>	<b>THE CONSULTANCY FIRM</b>		<b>20</b>	
	(i) Size of the firm (No. of personnel), Organization and Management (ii) The Company's experience in (how long has the company been undertaking similar work).	i) A firm with 15 and above employees – <b>10Marks.</b> Less than 15 to be prorated [i.e. (No. of employees)x10/15]  (ii) 8 years and above (Attach evidence)– <b>10 marks.</b> Less than 8 years–to be prorated $10/8 \times \text{No of yrs}$		
<b>T2</b>	<b>PROPOSED PROGRAM METHODOLOGY</b>		<b>20</b>	
	Adequacy of the proposed work plan and methodology in responding to the terms of reference	1) Understanding of the objectives of the Assignment (the work plan)= <b>4 Marks</b> 2) Completeness and Responsiveness (as per the technical specifications/TORs) = <b>4Marks</b> 4) Efficiency and Resource utilization= <b>4Mark</b> 5) Flexibility and adaptability of the work plan = <b>4Mark</b> 6) Timeliness of output= <b>4Mark</b>		
<b>T3</b>	<b>RESOURCES FOR THE PROJECTS</b>		<b>25</b>	
	<b>Core Planning System</b> 1) Qualification/Professional experience of the team leader.  2) Adequacy of resources assigned to this project (At least 5 technical resources)	1) 15Years and above=15 Less than 15 years- to be prorated 2) Team members qualification and experience in recent similar assignment= <b>2Marks</b> per team member ( <b>total 10marks</b> )		

	<b>Note:-</b> Minimum academic qualification of each resource is a college degree. 3)			
<b>T4</b>	<b>PAST PERFORMANCE</b>		<b>25</b>	
	(i) Company's previous delivery record of Similar assignment during the last five (5) years. Provide evidence and contact list of at least Five (5) major customers within the last 5 years. The University may contact the past customers to confirm satisfactory delivery of services.	A score of <b>5 marks</b> will be awarded to each valid Reference.		
<b>T5</b>	<b>Financial Stability (Liquidity)</b>		<b>10</b>	
	a) Profitability Margin	<i>A margin above 10% will score <b>7 marks</b>; 5-10 % <b>4marks</b> and 1-5% <b>1 mark</b></i>		
	b) Liquidity Ratio	<i>2:1 – <b>3 marks</b>; 1:1 – <b>2 marks</b>; less than 1:1 <b>1 mark</b></i>		
	<b>TOTAL</b>		<b>100%</b>	

**Note:**

$$\text{Profitability Margin} = \frac{\text{EBIT}}{\text{Gross Revenue/Sales}}$$

$$\text{Current Ratio} = \frac{\text{EBIT}}{\text{Gross Revenue/Sales}}$$

$$\text{EBIT} = \text{Earnings before Interest and Taxes}$$

**The minimum technical score required to pass: Seventy Five percent (75%).** Bidders scoring seventy five percent (75%) and above in the technical evaluation will be called for price negotiation based on the Valuers scale of fees as per the valuers Act Cap 532 of the Laws of Kenya.

**STAGE 4: RECOMMENDATION OF AWARD.**

The bidder with the highest technical score will be considered for negotiation before the award of the proposal.

The tender shall be evaluated by the tender evaluation committee within 15 days from the date of opening the tender.

The assignment is expected to commence after completion of negotiations and signing of the contract.

## **SECTION III: - TECHNICAL PROPOSAL**

### **3.1 Notes on the preparation of the Technical Proposals**

- 3.1.1 *In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultants own risk and may result in rejection of the consultant's proposal.*
- 3.1.2 *The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.*
- 3.1.3 *The Technical proposal shall not include any financial information unless it is allowed in the Appendix to information to the consultants or the Special Conditions of contract.*



## SECTION III - TECHNICAL PROPOSAL

### Table of Contents

	<b>Page</b>
1. Technical proposal submission form	18
2. Firms references	19
3. Comments and suggestions of consultants on the Terms of reference and on data, services and Facilities to be provided by the Maseno University	20
4. Description of the methodology and work plan for performing the assignment	21
5. Team composition and Task assignments	22
6. Format of curriculum vitae (CV) for proposed Professional staff	23
7. Time schedule for professional personnel	25
8. Activity (work schedule)	26

**3.2 TECHNICAL 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. We are hereby submitting our Proposal, which includes this Technical Proposal sealed under a separate envelope-*where applicable*].

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

We remain,

Yours sincerely,

\_\_\_\_\_ [*Authorized Signature*]:

\_\_\_\_\_ [*Name and Title of Signatory*]

:

\_\_\_\_\_ [*Name of Firm*]

:

\_\_\_\_\_ [*Address:*]

### 3.3 FIRM'S REFERENCES

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

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

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

Firm's Name:

---

Name and title of signatory;

---

**3.4 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.

**3.5 DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

---

### 3.6 TEAM COMPOSITION AND TASK ASSIGNMENTS

#### 1. Technical/Managerial Staff

Name	Position	Task

#### 2. Support Staff

Name	Position	Task

### 3.7 FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession:  
\_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Firm: \_\_\_\_\_ Nationality: \_\_\_\_\_

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 degree[s] obtained.]*

---

#### **Employment Record:**

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

**Certification:**

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

\_\_\_\_\_ Date:

\_\_\_\_\_  
*[Signature of staff member]*

\_\_\_\_\_ *Date;*

\_\_\_\_\_  
*[Signature of authorised representative of the firm]*

Full name of staff member: \_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_



**3.8 TIME SCHEDULE FOR PROFESSIONAL PERSONNEL**

Name	Position	Reports Due/ Activities	Weeks (in the Form of a Bar Chart)												Number of weeks		
			1	2	3	4	5	6	7	8	9	10	11	12			

**Notes:**

1. List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
2. Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

Reports Due: \_\_\_\_\_

Activities Duration: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Authorized representative)

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

### 3.9 ACTIVITY (WORK) SCHEDULE

#### (a). Field Investigation and Study Items

*[1<sup>st</sup>, 2<sup>nd</sup>, etc, are Weeks from the start of assignment)*

	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>	8 <sup>th</sup>	9 <sup>th</sup>	10 <sup>th</sup>	11 <sup>th</sup>	12 <sup>th</sup>	
Activity (Work)													
_____													
_____													
_____													
_____													

#### (b). Completion and Submission of Reports

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

## SECTION IV: - TERMS OF REFERENCE

**4.0** Asset valuation, tagging and developing of complete and updated asset register for Maseno University.

### **4.1 Terms of Reference for Assets /Property Valuation, Tagging and Developing of Complete and updated Assets Register for Maseno University**

#### **Background**

Maseno University is a Public University situated twenty five (25) kilometers from Kisumu City along the Kisumu-Busia road. It also has a campus in Kisumu Town located in Kisumu City.

#### **4.2 Objectives of the assignment are:**

1. To carry out valuation of the assets of Maseno University including but not limited to land, buildings, motor vehicles, plant, equipment, furniture, fittings, biological assets, heritage (forest) and other movable asset as at 31.03.2019.
2. Tagging for documentation of all assets with relevant coding systems
3. Developing a complete and updated asset register for the university in compliance with Government Regulation. The asset register shall indicate the value, actual and implied date of acquisition, description, location and condition of all University assets.

#### **4. Terms of Reference**

- a) Provide the adopted valuation method.
- b) Carry out valuation works on the properties including the movable and immovable assets thereon.
- c) Prescribe the forced, market and insurance value for the properties.
- d) Carry out any other work, service or activity that shall enable the Maseno University see the true value of the property.
- e) Prepare and discuss the initial draft report with the Maseno University
- f) A breakdown of the assets by category and type.
- g) Develop a complete and updated asset register for the University in compliance with the Government regulations.

### 4.3 Scope of Work

1. The consultancy assignment will be to undertake asset valuation, tagging and developing of complete and updated asset register for Maseno University. The aim of carrying out an asset valuation is;

To ensure that the listed Maseno University assets are adequately identified, tagged and effectively in an asset register.

The property valuation should *inter alia* address the following matters;

The expected output of the Valuation report should include but not limited to the following;

- (i) Situation /location of property and Access
- (ii) Details of ownership
- (iii) Tenure
- (iv) Approximate area of the parcel
- (v) Occupancy/Use
- (vi) Current open market Value
- (vii) Forced sale value
- (viii) Insurance Value

2. The results of the asset valuation are expected to be detailed in an Asset Valuation Report (“ARP”). The contents of the ARP will include, but will not be limited to, the following;

- i. A summary of the value of each asset and fixed asset (where applicable)

### 4.4 Duration of task

The task is expected to take a period of not less than **Three (3) months**.

### 4.5 Time Schedule and Reporting Requirements

The consultant shall prepare and submit final reports to Maseno University within the period stated in paragraph 5.6 above:

**SECTION V:  
STANDARD FORMS OF CONTRACT  
ANNEX IMASENO UNIVERSITY  
CONTENTS**

Special notes.....	iii
Contract for Consultant’s Services.....	iv
I Form of Contract.....	v-vi
II General Conditions of Contract.....	vii
1. General Provisions.....	vii-viii
1.1 Definitions.....	viii
1.2 Law Governing the Contract.....	viii
1.3 Language.....	viii
1.4 Notices.....	viii
1.5 Location.....	viii
1.6 Authorized Representatives.....	viii
1.7 Taxes and Duties.....	ix
2. Commencement, Completion, Modification and Termination of Contract.....	ix
2.1 Effectiveness of Contract.....	ix
2.2 Commencement of Services.....	ix
2.3 Expiration of Contract.....	ix
2.4 Modification.....	ix
2.5 Force Majeure.....	ix
2.5.1 Definition.....	ix
2.5.2 No Breach of Contract.....	ix
2.5.3 Extension of Time.....	x
2.5.4 Payments.....	x
2.6 Termination.....	x
2.6.1 By the Client.....	x
2.6.2 By the Consultant.....	xi
2.6.3 Payment upon Termination.....	xi
3. Obligations of the Consultant.....	xii
3.1 General.....	xii
3.2 Conflict of Interests.....	xiii
3.2.1 Consultant Not to Benefit from Commissions, Discounts, etc.....	xii-xiii
3.2.2 Consultant and Affiliates Not to Be Otherwise Interested in Project.....	xiii
3.2.3 Prohibition of Conflicting Activities.....	xiii
3.3 Confidentiality.....	xiii

3.4	Insurance to be Taken Out by the Consultant...	xiv
3.5	Consultant's Actions Requiring Client's Prior Approval.....	xv
3.6	Reporting Obligations.....	xv
3.7	Documents Prepared by the Consultant to Be the Property of the Client.....	xv
4	Consultant's Personnel.....	xv
4.1	Description of Personnel.....	xv
4.2	Removal and/or Replacement of Personnel.....	xv
5	Obligations of the Client.....	xvi
5.1	Assistance and Exemptions.....	xvi
5.2	Change in the Applicable Law.....	xvi
5.3	Services and Facilities.....	xvi
6	Payments to the Consultant.....	xvi
6.1	Lump-Sum Remuneration.....	xvi
6.2	Contract Price.....	xvii
6.3	Payment for Additional Services.....	xvii
6.4	Terms and Conditions of Payment.....	xvii
6.5	Interest on Delayed Payments.....	xvii
7	Settlement of Disputes.....	xvii
7.1	Amicable Settlement.....	xvii
7.2	Dispute Settlement.....	xviii
III	Special Conditions of Contract.....	xix
IV	Appendices.....	xxi
	Appendix A – Description of the Services.....	xxi
	Appendix B – Reporting Requirements.....	xxi
	Appendix C – Key Personnel and Sub consultants.....	xxi
	Appendix D – Breakdown of Contract Price in Foreign Currency.....	xxi
	Appendix E – Breakdown of Contract Price in Local Currency.....	xxi
	Appendix F – Services and Facilities provided by the Client.....	xxii

## **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**

**Large Assignments (Lump-Sum Payments)**

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]* \_\_\_\_\_ *of* \_\_\_\_\_ *Client's*

*[title]* \_\_\_\_\_

*[signature]* \_\_\_\_\_

*[date]* \_\_\_\_\_

For and on behalf of \_\_\_\_\_ *[name of consultant]*

*[full name of Consultant's authorized representative]* \_\_\_\_\_

*[title]* \_\_\_\_\_

*[signature]* \_\_\_\_\_

*[date]* \_\_\_\_\_

## II. GENERAL CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

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

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

- (l) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and
- (m) “Sub consultant” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

**1.2 Law Governing the Contract** This Contract, its meaning and interpretation and the relationship between the Parties shall be governed by the Laws of Kenya.

**1.3 Language** This Contract has been executed in English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

**1.4 Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

**1.5 Location** The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Kenya or elsewhere, as the Client may approve.

**1.6 Authorized Representatives** Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.

**1.7 Taxes and Duties** The Consultant, Sub consultant[s] and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

**2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

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

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

**2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period, after the Effective Date, as is specified in the SC.

**2.4 Modification** Modification of the terms and Conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.

**2.5 Force Majeure**

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

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

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

**2.5.4 Payments** During the period of his inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period.

**2.6 Termination**

**2.6.1 By the Client** The Client may terminate this Contract by not less than thirty (30) days’ written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in this Clause;

- (a) if the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultant becomes insolvent or bankrupt;
- (c) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

- (d) if the Consultant, in the judgement of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;

“corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the selection process or in Contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of Contract to the detriment of the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

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

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

- (a) if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within sixty (60) days after receiving written notice from the Consultant that such payment is overdue; or
- (b) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

**2.6.3 Payment upon Termination** Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultant:

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

### 3. OBLIGATIONS OF THE CONSULTANT

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

#### 1.2 Conflict of Interests

**3.2.1 Consultant Not to Benefit from Commissions, Discounts, Etc.** (i) The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and the Consultant shall not accept for his own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.

(ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.

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

**3.2.2 Consultant and Affiliates Not to be Otherwise Interested in**

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and his affiliates, as well as any Sub consultant and any of his affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any

<b>Project</b>	project resulting from or closely related to the Services.
<b>3.2.3 Prohibition of Conflicting Activities</b>	<p>Neither the Consultant nor his sub consultant[s] nor their personnel shall engage, either directly or indirectly in any of the following activities:</p> <p>(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</p> <p>(b) after the termination of this Contract, such other activities as may be specified in the SC.</p>
<b>3.3 Confidentiality</b>	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.
<b>3.4 Insurance to be Taken Out by the Consultant</b>	The Consultant (a) shall take out and maintain and shall cause any sub consultant[s] to take out and maintain, at his (or the sub consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.
<b>3.5 Consultant's Actions Requiring Client's Prior Approval</b>	<p>The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions;</p> <p>(a) entering into a subcontract for the performance of any part of the Services,</p> <p>(b) appointing such members of the personnel not listed by name in Appendix C ("Key Personnel and Subconsultants").</p>
<b>3.6 Reporting Obligations</b>	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.
<b>3.7 Documents prepared by the Consultant to Be</b>	All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of the Client and the Consultant



**the Property** shall, not later than upon termination or expiration of this **of the Client Contract**, deliver all such documents and software to the Client together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

#### **4. CONSULTANT'S PERSONNEL**

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

**4.2 Removal and/or Replacement Of Personnel** (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

#### **5. OBLIGATIONS OF THE CLIENT**

##### **5.1 Assistance and Exemptions**

The Client shall use his best efforts to ensure that he provides the Consultant such assistance and exemptions as may be necessary for due performance of this Contract.

##### **5.2 Change in the Applicable Law**

If after the date of this Contract, there is any change in the Laws of Kenya with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Consultant, then the remuneration and reimbursable expenses otherwise

payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties and corresponding adjustments shall be made to the amounts referred to in Clause 6.2 (a) or (b), as the case may be.

### **5.3 Services and Facilities**

The Client shall make available to the Consultant the Services and Facilities listed under Appendix F.

## **6. PAYMENTS TO THE CONSULTANT**

### **6.1 Lump-Sum Remuneration**

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Subconsultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the valuation.

Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

### **6.2 Contract Price**

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

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

### **6.3 Payment for Additional Services**

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

### **6.4 Terms and Conditions of Payment**

Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of a bank guarantee for the same amount and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met and the Consultant has submitted an invoice to the Client specifying the amount due.

### **6.5 Interest on Delayed Payment**

Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending .

## **7. SETTLEMENT OF DISPUTES**

- 7.1 Amicable Settlement** The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 7.2 Dispute Settlement** Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred by either Party to the arbitration and final decision of a person to be agreed between the Parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.

**III. SPECIAL CONDITIONS OF CONTRACT**

<b>Number of GC Clause</b>	<b>Amendments of and Supplements to Clauses in the General Conditions of Contract</b>
----------------------------	---

1.1(i) The Member in Charge is \_\_\_\_\_ *[name of Member]*

1.4 The addresses are:

Client: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Telex; \_\_\_\_\_  
Facsimile: \_\_\_\_\_

Consultant: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone; \_\_\_\_\_  
Telex: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

1.6 The Authorized Representatives are:

For the Client: \_\_\_\_\_

For the Consultant: \_\_\_\_\_

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

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

2.2 The date for the commencement of Services is \_\_\_\_\_ *[date]*

2.3 The period shall be \_\_\_\_\_ *[length of time]*.

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

3.4 The risks and coverage shall be:

(i) Professional Liability \_\_\_\_\_

(ii) Loss of or damage to equipment and property \_\_\_\_\_

6.2(a) The amount in foreign currency or currencies is \_\_\_\_\_ *[Insert amount]*.

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

6.4 Payments shall be made according to the following schedule:

**Note:** (a) *This sample Clause should be specifically drafted for each Contract and the following installments are indicative only;* (b) *if the payment of foreign currency and of local currency does not follow the same schedule, add a separate schedule for payment in local currency;* and (c) *if applicable, detail further the nature of the report evidencing performance, as may be required, e.g., submission of study or specific phase of study, survey, drawings, draft bidding documents, etc., as listed in Appendix B, Reporting Requirements. In the example provided, the bank guarantee for the repayment is released when the payments have reached 50 percent of the lump-sum price, because it is assumed that at that point, the advance has been entirely set off against the performance of services.*

- Twenty (20) percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same.
- Ten (10) percent of the lump-sum amount shall be paid upon submission of the inception report.
- Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the interim report.
- Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the draft final report.
- Twenty (20) percent of the lump-sum amount shall be paid upon approval of the final report.
- The bank guarantee shall be released when the total payments reach fifty (50) percent of the lump-sum amount.

**IV. Appendices**

**APPENDIX A – DESCRIPTION OF THE SERVICES**

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

**APPENDIX B – REPORTING REQUIREMENTS**

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

**APPENDIX C– KEY PERSONNEL AND SUBCONSULTANTS**

*List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Personnel and staff-months for each.*

*C-2 List of approved Sub consultants (if already available); same information with respect to their Personnel as in C-1.*

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

**APPENDIX D – SERVICES AND FACILITIES PROVIDED BY THE CLIENT**

FOR THE CLIENT

FOR THE CONSULTANT

Full name; \_\_\_\_\_

Full name \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature; \_\_\_\_\_

Signature; \_\_\_\_\_

Date; \_\_\_\_\_

Date; \_\_\_\_\_

## **LIST OF APPENDICES**

Appendix A: Terms of Reference and Scope of Services

Appendix B: Consultant's Reporting Obligation

Appendix C: Cost Estimate of Services, List of Personnel and Schedule of Rates

**(VI)**  
**APPENDIX C**

Cost Estimate of Services, List of Personnel and Schedule of Rates.

(1) Remuneration of Staff

	Name	Rate (per month/day/hour in currency)	Time spent(numberof month/day/ hour)	Total (currency)
(a) Team Leader				
(b)				
(c)				
				Sub-Total (1)

(2) Reimbursables

	Rate	Days	Total
(a) Air Travel			
(b) Road Transportation			
(c) Per Diem			
			Sub-Total (2)

TOTAL COST \_\_\_\_\_

Physical Contingency \_\_\_\_\_

CONTRACT CEILING \_\_\_\_\_



## **LIST OF APPENDICES**

Appendix A: Terms of Reference and Scope of Services

Appendix B: Consultant's Personnel

Appendix C: Consultant's Reporting Obligations

(IV)

**LETTER OF NOTIFICATION OF AWARD**

Address of Maseno University

\_\_\_\_\_  
\_\_\_\_\_

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 (*Maseno University*)

Request for review of the decision of the..... (*Name of the Maseno University*) of  
.....dated the...day of .....20.....in the matter of Tender No.....of  
.....20...

**REQUEST FOR REVIEW**

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED .....(Applicant)

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

**FOR OFFICIAL USE ONLY**

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

SIGNED  
**Board Secretary**