



AMREF Regulated Non -WDT- Sacco Society Ltd,
P.O. Box 18604 -00100 Nairobi.
AMREF KCO Building, Wilson Airport.
Mobile No: 0722 139 585/ 0732 515 797/ 0729 139 585
Telephone No: 020 6002184/5/6,

RE-ADVERTISEMENT TENDER NOTICE

REQUEST FOR PROPOSALS

FOR

**“CONSULTANCY SERVICES FOR PROJECT MANAGEMENT, DESIGN AND
CONSTRUCTION SUPERVISION**

FOR

**“THE PROPOSED COMMERCIAL DEVELOPMENT UPON L.R. No. 209/12403 (I.R.
No. 65612) IN NAIROBI WEST, NAIROBI CITY COUNTY FOR AMREF
REGULATED NON-WDT- SACCO SOCIETY”**

TENDER No. 001/2022 - 01

2nd September 2022

SECTION A: -

RE-ADVERTISEMENT TENDER NOTICE

TENDER NO: 001/2022- 01

REQUEST FOR PROPOSALS FOR CONSULTANCY SERVICES FOR PROJECT MANAGEMENT, DESIGN AND CONSTRUCTION SUPERVISION FOR THE PROPOSED COMMERCIAL DEVELOPMENT UPON L.R. No. 209/12403 (I.R. No. 65612) IN NAIROBI WEST, NAIROBI CITY COUNTY FOR AMREF REGULATED NON-WDT SACCO SOCIETY LTD.

AMREF Regulated Non-WDT- SACCO Ltd is a savings and credit company registered under the co-operative act whose main mandate is to be the most efficient and reliable one-stop provider of competitive financial services providing quality and innovative financial services that empower our clients socially and economically. Core business is savings and services.

The AMREF Sacco invites sealed bids from Consultancy Consortium firms to submit technical and financial proposals for the above tender.

1. The proposed site located on L.R. No. 209/12403 (I.R. No. 65612) In Nairobi West. The scope of the works include project management, construction supervision, designing, and preparation of tender document for the above project.
2. Interested eligible candidates may obtain further information from the Amref Sacco website www.amrefsacco.org or get into contact with Amref Sacco Headquarters, during normal working hours.
3. Complete sets of the RFP documents can be downloaded from the website; <http://amrefsacco.org/> by interested bidders upon payment of non-refundable fee of Ksh 2,000. The payment should be made through the following Bank account(s):
National Bank of Kenya, Wilson Airport
Account Name: Amref Sacco Ltd
Account Number: 0100 9085653000
4. Candidates to attach the original banking/ deposit slip to the tender documents as proof of purchase. *(Please note that this is a re-advertisement therefore bidders who had previously submitted their bids need not pay again)*
5. Duly completed RFP documents for preliminary and technical requirements for preliminary and technical requirements for preliminary and technical

requirements (Please note that only **1 (one) original** of each proposal is required) are to be enclosed in plain sealed envelopes marked with **tender name** and **reference number** and deposited in the tender Box at AMREF KCO Building, Wilson Airport, Main Reception or to be addressed to

**Chief Executive Officer,
Amref Sacco,
P.O Box 18604 - 00100, Nairobi.
AMREF KCO Building - Wilson Airport.
Mobile No: 0722 139 585/0732 515 797/ 0729 139 585.
Email Adress: Info@amrefsacco.org**

So as to be received on or before **Friday 16th September 2022 at 11.00am.**

6. Late bids, portions of bids, electronic bids, bids not opened and read out in public at the bid opening ceremony shall not be accepted for evaluation irrespective of circumstances.
7. Proposals will be opened immediately thereafter in the presence of the Candidates who choose to attend or their appointed representatives, at **AMREF KCO Building, Wilson Airport.**
8. Prices quoted should be inclusive of all taxes and delivery costs, and must be in Kenya Shillings and shall remain valid for 120 days from closing date of the tender.
9. Canvassing or lobbying for the tender shall lead to automatic disqualification

SECTION B: -

INFORMATION TO CONSULTANTS (ITC)

1. Introduction

- 1.1 The Client named in Annex "A" will select a firm among the bidders, in accordance with the method of selection detailed under this section.
- 1.2 The consultants are required to submit both a Technical Proposal and a Financial Proposal, as specified in Annex "A" for consulting services required for the assignment named in the said Annex. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 1.3 The consultants must familiarize themselves with local conditions and consider them 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. Consultants should contact the officials named in Annex "A" to arrange for any visit or to obtain additional information. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.4 The Client will provide the inputs specified in Annex "A", assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.

2. Clarification and amendment of RFP Documents

- 2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date

Amendment Of RFP document

Any request for clarification must be sent in writing by paper mail or electronic mail to the Clients address indicated in Annex "A".

The Client will respond by 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 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 the bidding firm, amend the RFP. Any amendment shall be issued in writing through Tender Notice. Tender Notice 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.

3. Preparation of Proposal

3.1 The Consultants proposal shall be written in English language.

Technical Proposal

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.

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.

(ii) For assignments on a staff-time basis, the estimated number of professional staff-months is given in Annex "C". Any costs associated with any other staff required on the project shall be factored in the staff itemised under Annex C.

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

(iv) Proposed professional staff must as a minimum, have the experience indicated in Annex "A", 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.

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 speciality, 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 Annex "A" specifies training as a major component of the assignment.

(viii) Any additional information requested in Annex "A".

Financial Proposal

- 3.5 The Technical Proposal shall not include any financial information.
- 3.6 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.
- 3.7 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 Annex "A" specifies otherwise.
- 3.8 Consultants shall express the price of their services in Kenya Shillings.
- 3.9 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.
- 3.10 The Proposal must remain valid for **120 days** after the submission date. The Consultant shall include in his submissions a declaration confirming the **120 days'** validity period. 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.

4. Submission, Receipt, and Opening of Proposals

- 4.1 The original proposal (Technical Proposal and Financial

made by the firm itself. see para. 1.2) shall be prepared in indelible ink. It shall contain interlineations or overwriting, except as necessary to correct errors made by the firm itself Any such corrections must be initialled by the persons or person authorised to sign the proposals.

4.2 For each proposal, the consultants shall prepare the number of copies indicated in Annex "A". Each Technical Proposal and Financial Proposal shall be marked "**ORIGINAL**".

4.3 The original and the copy of the Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL,**" and the original and the copy 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 Annex "A" and be clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**"

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

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

5. Proposal Evaluation General

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 Annex "A". 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.

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

**Evaluation of
Technical Proposals**

5.3 The Client appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the tender submission requirements and extent to which the evaluation criteria are met.

Each responsive proposal will be given a technical score. A proposal shall be rejected at this stage if it fails to achieve the minimum technical score or cut off mark indicated in Annex "A".

**Public Opening and
Evaluation of Financial
Proposals.**

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

5.5 The Client 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.

6. Negotiations

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

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting.

The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

- 6.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 6.4 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.
- 6.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract.
- 6.6 If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

7. Award of Contract

- 7.1 The Contract will be awarded following negotiations.
- 7.2 The selected firm is expected to commence the assignment on the date and at the location specified in Annex "A".

8. Confidentiality recommendations

- 8.1 Information relating to evaluation of proposals and 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.

9. Corrupt or fraudulent Practices

- 9.1 The procuring entity 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.

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

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

ANNEX "A"

Clause

Reference

1.1 The name of the client is:

AMREF Regulated Non-WDT- Sacco Society Ltd.

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

Technical and Financial Proposals are requested: *Yes*

The name, objectives, and description of the assignment are:

"TENDER FOR CONSULTANCY SERVICES FOR PROJECT MANAGEMENT, DESIGN AND CONSTRUCTION SUPERVISION FOR THE PROPOSED COMMERCIAL DEVELOPMENT UPON L.R. No. 209/12403 (I.R. No. 65612) IN NAIROBI WEST, NAIROBI CITY COUNTY"

A pre-proposal conference will be held: *No*

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

Chief Executive Officer,

AMREF Regulated Non -WDT Sacco society Ltd,

P.O Box 18604 – 00100, Nairobi.

AMREF KCO Building - Wilson Airport.

Mobile No: 0722 139 585/0732 515 797/ 0729 139 585.

Email Address: info@amrefsacco.org

1.4 The client shall also give assistance to facilitate the timely granting of the Consultant and his personnel of:

i). Unobstructed access to all sites and locations involved in carrying out the services

1.5 (ii). The Construction duration required to complete the assignment is

18 (Eighteen) months for Construction and 6 (Six) months for defects liability period.

(iii) The minimum required experience in years of proposed professional staff is as shown here under: -

Items	Personnel	Years of Experience
1	Project Manager	10
2	Project Architect	15
3	Civil/Structural Engineer	15
4	Electrical/ Mechanical Engineer	10
5	NEMA Expert (short term input)	10
6	Quantity Surveyor	10

All other required staff must be listed and their remuneration to be included in the rates for staff listed above.

An Evaluation grid is attached (Annex C).

1.6 (i) Training is a specific component of this assignment:

No.

1.7 (ii) The Fees for these Services shall be monthly payments as broken down in Section D.

1.8 Taxes:

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

1.9 Consultants must submit *One original* copy of each proposal.

2.0 The proposal submission address is:

**Chief Executive Officer,
AMREF Regulated Non -WDT- Sacco Society Ltd,
P.O Box 18604 - 00100, Nairobi.
AMREF KCO Building - Wilson Airport.
Mobile No: 0722 139 585/0732 515 797/ 0729 139 585.
Email Address: info@amrefsacco.org**

The outer envelope shall also be clearly marked:

**“TENDER FOR CONSULTANCY SERVICES FOR PROJECT
MANAGEMENT, DESIGN AND CONSTRUCTION SUPERVISION FOR THE
PROPOSED COMMERCIAL DEVELOPMENT UPON L.R. No. 209/12403 (I.R.
No. 65612) IN NAIROBI WEST, NAIROBI CITY COUNTY”**

2.1 Proposals must be submitted not later than the following date and time: Friday 16th September 2022 **11.00AM Kenyan time.**

2.2 The minimum technical score required to qualify for financial evaluation is 75%

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

Organisation, Work plan and Methodology shall include rationale, strategy, timetable of activities and programme with contents as described in Annex D.

TECHNICAL EVALUATION CRITERIA

After tender opening, the tenders will be evaluated in 3 stages, namely:

1. Preliminary Evaluation
2. Technical Evaluation
3. Financial Evaluation

Important:

The information submitted should be that of the specific company in question and not that Group or sister companies. It should only relate to the services your company proposes to offer.

STAGE 1: Preliminary Evaluation

Bids will be evaluated based on the below criteria and the bids lacking any of the documents below will be considered as non-responsive and therefore will be eliminated at this stage.

PRELIMINARY EVALUATION OF MANDATORY REQUIREMENTS				
Mandatory Requirements				
No.	Particulars	Marks	Compliant	Non-compliant
1.	Technical proposal submitted 1 (One) Original and 1 (One) Copy	1 or 0		
2.	Copy of Certificate of Incorporation/Certificate of Registration.	1 or 0		
3.	Copy of valid KRA Tax Compliance certificate.	1 or 0		
4.	Company Profile	1 or 0		
5.	Association of construction managers of Kenya (ACMK) valid practicing certificate	1 or 0		
6.	Must submit current CR12 from the Registrar of Companies (generated within the last 12 months)	1 or 0		
7.	Must attach original deposit/banking slip as proof of purchase of tender document	1 or 0		
8.	Must submit copies of 2 audited financial reports (2019 and 2020) and must be signed by Auditors and Directors.	1 or 0		
9.	Must provide certified complete bank statements for the last 3 months (May – July 2022)	1 or 0		

Note: All the above documents numbered 1 to 9 should be packaged and arranged in that order under the preliminary evaluation criteria section of the tender document.

Any bid missing any of the above requirements will be considered as non-responsive and therefore will not move to the next evaluation stage.

STAGE 2: Technical Evaluation

Requirements

Detailed technical Specifications/ Description of requirements		Max Score	
1.	Methodology	<p>Adequacy of the proposed technical approach, methodology and work plan in responding to the Terms of Reference</p> <p>a) Expression of understanding of the Client’s objectives by the Consortium (30marks)</p> <ul style="list-style-type: none"> • Understanding of the objectives of the assignment (5 marks) • If the consultant understands specific requirements for carrying out the supervision works (5 marks) • If the Consultant has outlined a clear and concise methodology and work plan (12marks) • If the consultant understands the requirements for reports, reporting including project closure (8 marks) <p>b) Response and suggestions by the consortium on the terms of reference (20marks)</p> <ul style="list-style-type: none"> • Relevant comments on the Terms of Reference (10 marks) • Clear expression of the expected client’s involvement including expenditure, documentation, staff engagement etc. <ul style="list-style-type: none"> ○ At design stage (4 mark) ○ At tendering process (4 mark) ○ At implementation stage (2mark) 	50mks
2	Proof of Work Experience	<p>Provide proof of experience in similar works in the recent past - 2017 to date (Attach Completion Certificates).</p> <p>i. No proof - (0 mark)</p> <p>ii. Orders below Kshs 10M - (3 marks)</p> <p>iii. Above Kshs 10M up to Kshs 20M - (5marks)</p> <p>iv. Above Kshs. 20M - (8 marks)</p>	8mks

3	Experience of the firm or the Directors of the Firms.		
	i) Technical Personnel:		
	Provide CVs for;		
	1. Architect (Team Leader). (Qualification – Relevant University Degree/Higher National Diploma).		5 Marks
	i. At least 12 years’ experience – (5 marks)		
	ii. Less than 12 years’ experience – (2 marks)		
iii. No CV provided – (0 marks)			
2. Quantity Surveyor (Qualification – Relevant University Degree).		5 Marks	
i. At least 10 years’ experience – (5 marks)			
ii. Less than 10 years’ experience – (2 marks)			
iii. No CV provided – (0 marks)			
3. Electrical Engineer (Qualification – Relevant University Degree).		5 Marks	
i. At least 10 years’ experience – (5 marks)			
ii. Less than 10 years’ experience – (2 marks)			
iii. No CV provided – (0 marks)			
4. Mechanical Engineer (Qualification – Relevant University Degree).		5 Marks	
i. At least 10 years’ experience – (5 marks)			
ii. Less than 10 years’ experience – (2 marks)			
iii. No CV provided – (0 marks)			
5. Civil/Structural Engineer (registered with Engineers Board of Kenya and a member of the Institution of Engineers of Kenya or other relevant institutions and having practicing license)		5 Marks	
i. At least 10 years’ experience – (5 marks)			
ii. Less than 10 years’ experience – (2 marks)			
iii. No CV provided – (0 marks)			

4.	Work Schedule	Attach an activity schedule specifying the lead time, i. 8 weeks or less (5 marks) ii. More than 8 weeks (2 marks) iii. Not specified (0 mark)	5 Marks
5.	Time Schedule	Attach time schedule for professional personnel	10 Marks
6.		Litigation History (sworn affidavit) Sworn affidavit should be by a lawyer and the form is filled by the contractor. i. Provided (2 marks) ii. Not provided (0 marks)	2 Marks
	Total		100 Marks
Only bidders who will score 75% shall proceed to the next stage of evaluation			

Note: Bidders who will not meet the pass mark above will be considered non-responsive and will not proceed to the next stage of evaluation.

Evaluation and consideration of the financial proposals

- i. Only the financial proposals of the firms that score 75% and above in technical evaluation shall be evaluated for responsiveness.
- ii. The financial proposals of firms that score below 75% shall remain sealed and unopened and will be returned to the bidders after the conclusion of the procurement process.

SECTION C: -
TECHNICAL PROPOSAL - STANDARD FORMS

These forms shall include;

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

(i). 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, [and a Financial
Proposal sealed under a separate envelope-where applicable].

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

We remain,

Yours sincerely,

_____ [Authorized Signature]

_____ [Name and Title of Signatory]

_____ [Name of Firm]

_____ [Address:]

(ii). FIRM'S REFERENCES

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

Using the format below, provide information on each assignment for which your firm either individually as a corporate entity or in association, was legally contracted (**attach letters of awards completion certificates as proof of evidence**).

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 Associated Consultants:	
Name of Senior Staff (Project Manager/ 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; _____

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.

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

(iv) TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

(vi). FIRM'S CURRENT WORKLOAD

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

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 Associated Consultants:
Name of Senior Staff (Project Manager/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; _____

(vii). 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 authorized representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____

(viii). TIME SCHEDULE FOR PROFESSIONAL PERSONNEL - (Short Term Experts)

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

Reports Due: _____
 Activities Duration: _____

Signature: _____
 (Authorized representative)
 Full Name: _____

 Title: _____
 Address: _____

(ix). TIME SCHEDULE FOR PROFESSIONAL PERSONNEL - Construction period

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

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

(x). TIME SCHEDULE FOR PROFESSIONAL PERSONNEL - Defects liability period

Months (in the Form of a Bar Chart)

Name	Position	Reports Due/ Activities	1	2	3	4	5	6

Reports Due: _____

Activities Duration: _____

Signature: _____

(Authorized representative)

Full Name: _____

Title: _____

Address: _____

(xi). ACTIVITY (WORK) SCHEDULE

(a). Supervision Activities

[M0, M1, M3 are months from the start of assignment)

	M1	M2	M3	M4Mn	M(n+1)	M(n+2)	M(n+3)
Activity (Work)								

SECTION D: -

FINANCIAL PROPOSAL - STANDARD FORMS

These forms shall include;

- i) Financial Proposal submission form.

FINANCIAL PROPOSAL SUBMISSION FORMS

_____ [Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for (_____) [Title of consulting services] in accordance with your Request for Proposal dated (_____) [Date] and our Proposal. Our attached Financial Proposal is for the sum of (_____) [Amount in words and figures] inclusive of the taxes.

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

We remain,

Yours sincerely,

_____ [Authorized Signature]

_____ [Name and Title of Signatory]:

_____ [Name of Firm]

_____ [Address]

SECTION E: -

TERMS OF REFERENCE FOR TENDER FOR CONSULTANCY SERVICES FOR PROJECT MANAGEMENT, DESIGN AND CONSTRUCTION SUPERVISION THE PROPOSED COMMERCIAL DEVELOPMENT UPON L.R. No. 209/12403 (I.R. No. 65612) IN NAIROBI WEST, NAIROBI CITY COUNTY.

4.0 SCOPE OF THE WORK

The assignment of *“Project management, CONSULTANCY SERVICES FOR PROJECT MANAGEMENT, DESIGN AND CONSTRUCTION SUPERVISION FOR THE PROPOSED COMMERCIAL DEVELOPMENT UPON L.R. No. 209/12403 (I.R. No. 65612) IN NAIROBI WEST, NAIROBI CITY COUNTY”* will be undertaken simultaneously, Design, preparation of tender document to allow for tendering for the construction works thereafter construction supervision phases of the project.

4.1 General

The Consultant shall conscientiously fulfil, to the highest professional standards, the role of the relevant professional to design and supervise the construction of the works and to ensure that they are designed and constructed in accordance with the Conditions Contract and Special Conditions of Contract, the Standard and Special Specifications and Contract Drawings or any amendments thereto; and to ensure that so far as is reasonably possible, within the Contract Price and Contract Period allowed under the Contract or any agreed amendments thereto;

4.2 Location and Extent of Contract

The proposed site located on *L.R. No. 209/12403 (I.R. No. 65612) In Nairobi West*. Consultancy services for Project Management, Design, preparation of tender document and construction supervision for the proposed commercial development and any other works shall be as directed by the employer.

4.3 Preliminary Design, and Detailed Engineering and architectural Design.

The Consultant shall perform all engineering, architectural, electrical and structural, economic, financial and environmental/social analyses and related work as described herein to attain the objectives of the study.

The Client has is waiting for the detailed designs form the consultant to tender for the construction works. The Consultant shall be responsible, for the drawings designs and the conclusions and recommendations in his report.

As the design progresses, the Consultant shall maintain close liaison with the Client and shall submit for approval from time to time, according to the work programme, draft design proposals for alignment, earthworks, structures, and

other technical aspects of the design prior to proceeding with the detailed design drawings. The design process will in stages depending on the approved work programme for construction.

4.3.1 Phase 1 - Preliminary Design

Phase 1 will include the following tasks:

- Liaison with the Financial Institution in project planning and acquisition of capital.
- Check for existing data on the proposed Site if any
- study of main structural, Electrical, and earthworks features within the project.
- Design preliminary engineering survey and design work for the optimum configuration including preliminary costs estimates and implementation schedule;
- Carrying out an environmental assessment of the project area in relation to the proposed project including preparation of an Environmental Impact Assessment Report.
- collection of additional social, economic, environmental, operating, and physical data that is necessary to support conclusions about the technical feasibility and socio-economic viability of the construction and any related works required to support the project;
- Carrying out social impact assessment of the project to the areas traversed by the proposed project including preparation of a Resettlement Action Plan if any.

4.4 Phase 2 - Detailed Engineering Design.

After discussions, and comments of the preliminary design by the Client, the Consultant shall carry out a detailed engineering survey and design, materials investigations and including engineering financial cost appraisal for the project and any associated features.

4.4.1 Detailed Scope of Services

Phase 1: Preliminary Design

Within the scope of the preliminary design, the Consultant shall carry out all surveys, sub-surface soil exploration, material surveys, and other field and laboratory investigations that are required for the examination of the proposed options and the location of suitable construction materials and

water, and the preliminary engineering design. This assignment will be carried in a sequential/phases of the project, and the designs issued for construction once discussion have been held by the client.

Climate, Topography, Geology and Vegetation

The Consultant shall describe the climatic conditions of the study area, providing details of:

- a) Rainfall (monthly distribution and intensity, including rainy days per month);
- b) Temperature (minimum, median, and monthly ranges throughout the year);

Preliminary Materials Investigation

The Consultant shall undertake all preliminary soil investigations and tests and identify type and sources of construction materials necessary for preliminary design, detailed design, and construction phases of the project. These sources should be taken into account when selecting final alignments.

The availability of suitable conventional construction materials and the appropriate and economic use of the same are viewed as key factors influencing the choice of alignment, pavement and wearing surface design. The possibility for specific problems arising from the use of proposed materials.

Design Standards

The Design shall, unless otherwise agreed, be carried out in conformity with the current government standards as contained in the Design Manuals Part I, III, IV and the Standard Specification for Construction. The Consultant shall be responsible for the design details within this framework.

Preliminary Design

The Consultant shall investigate alternative options taking into consideration the preliminary alignment already designed, and structural proposals with a view to obtaining the optimum solution commensurate with the Design Manuals, topography, climate, aesthetics and costs. Further the Consultant shall advise the client of any modifications that he considers should be made to the above - mentioned manuals in the light of conditions revealed during the preliminary design work. In this respect the consultant's attention is drawn to the performance of asphaltic concrete under slow moving load as opposed to concrete particularly on climbing sections. Any proposal for use of concrete on such sections must be properly justified both economically and performance wise, and reference manuals used submitted for approval by the AMREF Regulated Non -WDT- Sacco Society Ltd before incorporating their recommendations in the final design.

4.4.2 Extent of Contract

The major works to be executed under the Contract comprise mainly of but are not limited to the following:

- I. Preliminary and general items.
- II. Site clearance.
- III. Earthworks to formation levels including rock filling to swampy sections.
- IV. Building Works

The works detailed above are only indicative of the scope associated with this Contract and the Supervisor may where necessary substitute some of the works with others without substantially altering the overall Scope of the Works.

4.4.3 Specific activities

The responsibilities delegated to the Consultant will call for the services listed below, without, however, being necessarily and strictly restricted to the items identified:

Phase 3: Works Supervision

- Review of the Contractor's work programmes and monitoring, on a day-to-day basis, of the Contractor's adherence to these programmes.
- Approval of the Contractor's proposed materials sites.
- Issuance of Site Instructions.
- Verification of quality of works performed and materials used.
- Verification of measurements and issuance of interim payment certificates.
- Compilation of Progress Reports.
- Advising the Engineer on problems arising during the execution of the works.
- Assisting in relocation of services
- Monitoring of sound use of resources and protection of the environment.
- Coordination with third parties, e.g. public utilities, traffic police.
- Analysis of any claims submitted by the contractor(s).
- Services at Taking Over of the works.

Phase 2: Services during Maintenance Period

- Inspection of defect rectification works and maintenance.
- Services at End of Defects Liability of the works.
- Compilation of Final Completion Report, Final Accounts and As-built

drawings.

4.4.4 DETAILED DESCRIPTION OF THE SERVICES

Phase 3: Works Supervision; Review of work programs and monitoring of the adherence to these programmes

The Consultant will scrutinize the Contractor's work programme, schedule of plant and cash-flow projections. Where appropriate he will request clarification without, however, imposing any modifications on the Contractor. The Consultant has, however, the right to reject a works programme that is either unrealistic, will simply unacceptable obstruction of the normal traffic flows or is unacceptable for other major considerations to be indicated by the Consultant with reference to the stipulations of the contract. Once the work programme(s) is (are) approved, a parallel schedule of services to be rendered by third parties (public utilities, etc.) will be submitted by the Contractor for approval by the Consultant.

The Consultant will inspect the Contractor's proposed materials sites and conduct necessary confirmatory testing before approving them for acquisition and use on the works.

The Consultant will issue the final setting out data and finished levels by way of site instructions to the Contractor to allow him to proceed with the detailed setting out of works.

The Consultant will be responsible for identifying those items requiring the approval of the Engineer and bring these items to his attention. The Consultant will be responsible for informing the Contractor clearly and unambiguously on decisions made by the Architect on these and all other issues of relevance to the good execution of the contract.

The Consultant shall organize monthly progress site meetings and shall monitor the progress of the works and shall report on these issues to all parties concerned in his Monthly Progress Reports.

The Contractor is responsible for the construction and handing over of the works in accordance with that contract. The Consultant will insist that the responsibility for any modifications to the contract, requested by the Contractor, is retained by the Contractor and that the procedures by which he may request these changes are formally presented to and acknowledged by him.

The Consultant shall ensure that an adequate record of measurements is kept for the purpose of establishing accurate as-built drawings and that a sufficient number of fixed monuments be consolidated as a permanent reference of coordinates.

Verification of Quality of works

The Consultant shall verify that all works are carried out in conformity with the Standard and Special specifications. He shall request the Contractor to issue written method statements to both the Contractor's foremen and the Consultant's inspectors for each relevant action and shall ensure that the work methods agreed are strictly adhered to.

Verification of Quantity of works performed

The consultant shall verify the adequacy of the primary setting out of works in accordance with the new approved design. The Consultant shall ensure that adequate references will be established for the verification of quantities to be brought into the works.

The Consultant shall ensure that an adequate record of measurements is kept for the purpose of establishing accurate as-built drawings and that a sufficient number of fixed monuments be consolidated as a permanent reference of coordinates. Particular attention will be given to the establishment of stable reference points in areas where settlements are to be expected.

Verification of Quality of materials used

The Contractor will test all materials to be used for the works prior to incorporating them in the works. The Consultant will check the quality of these materials in accordance with the Conditions of Contract for compliance with the Standard and Special Specifications.

The Consultant shall in principal, carry out these tests on site in a site laboratory to be provided through the works contract

Verification of measurements and issuance of interim payment certificates

The Consultant and the Contractor shall measure jointly all works completed, using mutually agreed methods and frequencies. Wherever the Consultant finds necessary, additional verifications of the measurements shall be undertaken.

In addition, the Consultant and the Contractor shall estimate jointly and on a weekly basis the progress of the works. Towards the end of each month, these estimates will serve to establish the quantities payable to the Contractor's interim payment certificate for that period.

The Consultant shall ensure that at all times during the implementation of the contract; the Architect will be in a position to issue an interim payment certificate within 30 days from the end of the month in question.

The Consultant shall finalize at regular intervals all measurements taken and agreed with the Contractor for completed works and shall take off quantities on which basis the final accounts will be elaborated in draft after the Taking over Certificate is issued and in final after the Defects Liability Period. The draft accounts shall be

established during the month following Taking Over of the works and shall be analysed in the Final Project Completion Report.

Compilation of Progress Reports

The Consultant shall compile Monthly Progress Reports to inform all parties concerned in a transparent and concise way about the progress of works (including critical path analysis and progress photographs), the financial situation of the project and about possible difficulties encountered. On completion of every 3 months, the Consultant shall prepare Quarterly Progress Reports.

The Consultant shall maintain documentary and photographic records. The documentary records shall include a daily Site Diary and details of all contractual correspondence and data; all work stoppages or delays; accidents on site; official visitors to site; weather records; details of all daily site activities showing the start and end time and full details of the personnel and equipment resources employed per activity. It shall contain detailed records of the Contractor's equipment on site and its date of manufacture, previous hours worked and condition, its precise date of arrival or removal from site, the date commissioned to commence work, its availability and utilization. Equipment availability figures for each category of equipment shall be established.

In respect of photographic data, the Consultant shall maintain a record of digital progress photographs (using a digital camera to be provided under the Works Contract) taken throughout the Contract period at set locations and of any construction activity of technical or contractual interest at any time. Each photograph is to be captioned with; reference number, time, date, precise location, subject and points of particular note. These digital data shall be stored on a CD-ROM together with the captions and shall be made available to the Engineer on a monthly basis.

Advice on problems arising during the execution of the works

In the event problems of engineering nature arise during the execution of the works, the Consultant will address these problems and suggest solutions. In the event the nature of these problems will justify so, they will be subject to a special report to the Architect. Any instruction to the Contractor providing a clarification of or a variation to specifications and/or drawings will be given in writing.

Variation Orders shall be issued in respect of variations to specifications and/or drawings. These Variation Orders will need prior consent by the Project manager and the Employer in the event they will give rise to additional expenditure and/or an extension of the Contract period.

Problems of non-engineering nature shall be brought to the attention of the Project manager, who will decide whether these problems can best be analysed on site by the Consultant or referred to other competent bodies.

Monitoring of sound use of resources and protection of the environment

The Consultant shall monitor human and material resources mobilized by the Contractor and keep a comprehensive record of these resources and the use made thereof. In his periodic reporting the Consultant shall relate resources mobilized and works performed. Unbalanced resources or discrepancies between projected outputs and works performed will be brought to the attention of the Contractor.

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.

Coordination with third parties

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.

Analysis of Contractor's claims

Any claims submitted by the contractor during the course of the works will be analysed by the Consultant and appropriate advice will be given to the Project manager on their validity. These services are deemed to be part of the responsibilities of the consultant and do not entitle him to any additional fees.

As-built drawings

The Consultant shall keep a precise record of all modifications to the plans ordered from the Contractor and enter these modifications in electronic format in the relevant drawings. At End of Defects Liability Period of the works the electronic files will be edited and a comprehensive file titled "As built drawings" will be issued to the Employer and the Project manager in electronic format and hard copy.

Substantial Completion of the works

When the works are nearing substantial completion, the consultant shall inspect the works jointly with the contractor and shall establish lists specifying the remaining works. These works may concern corrections to work already done or completion of outstanding works. The Consultant shall call, once these actions have been completed to his satisfaction, a substantial completion inspection in which both Employer and the Project manager may participate.

The Consultant shall prepare a Taking over Certificate to be signed by the parties concerned after the Substantial Completion inspection. A list of works remaining to be done and any defects noted during the inspection will be appended to the certificate, specifying the time within which these works are to be completed or when defects have to be corrected.

Phase 4: Services during the Maintenance Period

One man-month input each is foreseen for the Project Architect in:

- Inspection of designated outstanding works and correction of defects.
- Drawing the attention of the Contractor to any defects as soon as such defects are noticed on the building and supervision of the subsequent repairs.
- assisting in the Defects Liability inspection and preparing the Defects Liability Certificate.
- Finalizing the final As-built Drawings within 30 days' after Substantial Completion Inspection.
- documentation of contractual matters pertaining to the works and
- Completion of the Final Project Completion Report, Final Accounts.

The Consultant shall give necessary instructions for the Contractor to avail those specific site facilities that shall be required during the maintenance period with respect to the site office.

At the end of the maintenance period, and provided that all defects shall have been completed to his satisfaction, the Consultant shall convene a defects liability inspection in which Project manager may participate, following which the Consultant shall prepare a Defects Liability certificate to be signed by the parties concerned.

4.5 LOGISTICS AND TIMING

4.5.1 Project location:

As Stipulated Above.

4.5.2 Project period:

The Contract period shall be 21 months, including; -

Phase 1: Phase 1 -Project Planning and Preliminary Design - 1 Month

Phase 2 - Detailed Design and Tender Action. - 2 months

Phase 3: Works construction supervision - 18 months

Phase 4: 6 months (Defects Liability Period)

7.0 REPORTS

The Consultant shall prepare Monthly Progress Reports during the period of execution of the works contract, and submit them within 7 days after the end of the reporting month. Quarterly Summary Reports shall be prepared every successive period of 3 months and submitted within 7 days after the end of the reporting period. The Provisional Completion Report including Provisional Accounts is to be submitted within 7 days after the Provisional Acceptance of the last section of the works. The Final Project Completion Report, Final Accounts are to be submitted within 7 days after the Defects Liability Certificate of the works.

The reports shall be written in English, and shall be submitted in the number of copies tabulated below.

The Final Project Completion Report shall comprehensively evaluate the project with regard to both the works contract and the supervision service contract, include a summary of the principle difficulties encountered during construction and the means employed to overcome them, changes made in the original designs, modifications to the technical specifications and conditions of contract, all variation orders, utilisation of provisional sums, variation of prices, utilisation of contingency amounts, cumulative monthly payments to the contractor designated by dates and a similar schedule for the supervision contract. The report makes any overall observations or recommendations that the Consultant wishes to draw to the attention of the Engineer and the Employer as regards the works contract or the service contract.

In their Methodology Statement, the Consultant shall provide a fixed layout for these reports. The reports shall be submitted as follows: -

(a) Report to be submitted during Construction and Defects Liability Period

Report	No. of Hard Copies	No of Soft Copies
Monthly Progress Reports	3	5
Quarterly Progress Summary Reports	3	5
Provisional Completion Report	3	5
Provisional Accounts	3	5
Final Project Completion Report	3	5
As build drawings (hard and soft copies)	3	5

8 MONITORING AND EVALUATION

8.1 Definition of indicators

In his Technical Proposal (Organisation and Methodology), the Consultant shall propose relevant key indicators for monitoring project progress, results, activities and assumptions and show how these will be monitored.

As a minimum, the Consultant will regularly review the physical work progress in terms of compliance with the drawings and specifications in relation to the Contractor's approved work programme and cash flow projections, schedule of plant and manpower resources.

The Consultant will regularly appraise this information in his Progress Reports and in Site Meetings and discuss them with the Contractor.

8.2 Reviews and evaluations

Project reviews and evaluation applying monitoring indicators will be presented in the regular progress reports and the Final Project Completion Report will contain an overall assessment.

SECTION F:

STANDARD FORMS OF CONTRACT

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Special notes

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Special Notes

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

CONTRACT FOR CONSULTANT'S SERVICES

between

[name of the Client]

AND

[name of the Consultant]

Dated: _____ *[date]*

I. FORM OF CONTRACT

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

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

WHEREAS

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

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices: [*Note: If any of these Appendices are not used, they should be deleted from the list*]

Appendix A: Letter of Award and Acceptance

Appendix B: Terms of Reference

Appendix C: Comments on Terms of Reference

Appendix D: Description of the Methodology and
Work plan for performing the assignment.

Appendix E: Time schedule for professional Personnel

Appendix F: Team Composition and Task assignments

Appendix G: Curriculum Vitae (CV) for proposed
professional staff

Appendix H: Activity (Work plan) Schedule

Appendix I: Breakdown of Contract price in KShs

Appendix J: Other submissions

- Technical proposal submission form

➤ Firm's References
➤ Financial proposal submission form
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2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:
- (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

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

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

[*title*] _____

[*signature*] _____

[*date*] _____

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

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

[*title*] _____

[*signature*] _____

[*date*] _____

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 them 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 fulfil 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 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.

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.

3.2 Conflict of Interests

3.2.1 Consultant (i) Not to Benefit from Commissions, Discounts, Etc.

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

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

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

3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant **and** his affiliates, as well as any Subconsultant and any of his affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

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

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

3.3 Confidentiality

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

3.4 Insurance to be Taken Out by the Consultant

The Consultant (a) shall take out and maintain and shall cause any subconsultant[s] to take out and maintain, at his (or the subconsultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultant's Actions Requiring Client's Prior Approval

The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions;

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

3.6 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in Appendix

A in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents prepared by the Consultant to Be the Property of the Client

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of the Client and Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

4. CONSULTANT'S PERSONNEL

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and 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 E.

6. PAYMENTS TO THE CONSULTANT

6.1 Monthly Remuneration

The Consultant's total remuneration shall not exceed the Contract Price and shall be based on monthly payments 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.

6.2 Contract Price

The price payable is set forth in the Special Conditions.

- 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 Contract price is provided in Appendices D.
- 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 “Special Conditions of Contract”.
- 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 ninety (90) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya’s average rate for base lending.

7. SETTLEMENT OF DISPUTES

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

III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of and Supplements to Clauses in the General Conditions of Contract
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1.1(i) Member]	The Member in Charge is _____ [<i>name of</i>
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1.4	The addresses are: Client: _____ Attention: _____ _____ Telephone: _____ _____ Telex; _____ _____ Facsimile: _____ _____ Consultant: _____ _____ Attention: _____ _____ Telephone; _____ Telex: _____ _____ Facsimile: _____ _____
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1.6	The Authorized Representatives are: For the Client: _____ For the Consultant _____ _____
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2.1	The date on which this Contract shall come into effect is (_____) [<i>date</i>].
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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 _____ [<i>date</i>]
-----	--

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

Note: Fill in the period, e.g., *forty-eight (48) months* or such other period as the Parties may agree in writing.

3.4 The risks and coverage shall be:

(i) Professional Liability: **Full amount of this contract excluding taxes and contingency amount.**

(ii) Loss of or damage to equipment and property:

(iii) Third party Liability:

(iv) Employer's Liability and worker's compensation:

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

6.4 Payments shall be made on monthly basis.

Payments in KShs shall be made to the following Account

Account Number: _____

Account Name: _____

Bank: _____

Address: _____

6.5 Payments will be made within 90 (ninety) days of receipt of the invoice and the relevant documents specified in Clause 6.4 above.

IV. Appendices

- APPENDIX A: LETTER OF AWARD AND ACCEPTANCE (to be inserted)**
- APPENDIX B: TERMS OF REFERENCE (to be inserted)**
- APPENDIX C: COMMENTS ON TERMS OF REFERENCE (to be inserted)**
- APPENDIX D: DESCRIPTION OF THE METHODOLOGY AND WORKPLAN FOR PERFORMING THE ASSIGNMENT (to be inserted)**
- APPENDIX E: TIME SCHEDULE FOR PROFESSIONAL PERSONNEL (to be inserted)**
- APPENDIX F: TEAM COMPOSITION AND TASK ASSIGNMENTS (to be inserted)**
- APPENDIX G: CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF (to be inserted)**
- APPENDIX H: ACTIVITY (WORKPLAN) SCHEDULE (to be inserted)**
- APPENDIX I: FINANCIAL PROPOSAL**
- APPENDIX J: OTHER SUBMISSIONS**
- *Technical proposal submission form*
 - *Firm's References*
 - *Financial proposal submission form*
- APPENDIX K: Request for proposals (to be inserted)**

A: Appendix to Information to Other Consultants

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.

Data Sheet

A. General	
	<p>Name of the Client</p> <p style="text-align: center;"> AMREF Regulated Non-WDT Sacco Society Ltd, P.O Box 18604 - 00100, Nairobi. AMREF KCO Building - Wilson Airport. Mobile No: 0722 139 585/0732 515 797/ 0729 139 585. Email Address: info@amrefsacco.org </p>
	<p>Financial proposal to be submitted together with Technical Proposal: YES, but sealed in a separate envelope marked "Do not open with Technical proposal"</p> <p>ONLY TECHNICAL PROPOSAL WILL BE OPENED FIRST and Financial proposal opened after completion of technical evaluation</p> <p>The name of the assignment is:</p> <p style="text-align: center;">TENDER FOR CONSULTANCY SERVICES FOR PROJECT MANAGEMENT, DESIGN AND CONSTRUCTION SUPERVISION THE PROPOSED COMMERCIAL DEVELOPMENT UPON L.R. No. 209/12403 (I.R. No. 65612) IN NAIROBI WEST, NAIROBI CITY COUNTY</p>
	A pre-proposal conference will be held: No
	<p>The Client will provide the consultants with the following documents:</p> <ul style="list-style-type: none"> • Terms of reference as part of this RFP

B. Preparation of Proposals	
	<p>This RFP has been issued in the English language</p> <p>Proposals shall be submitted in English language.</p> <p>All correspondence exchange shall be in English language.</p>
	<p>Participation of Sub-consultants and Non-Key Experts in more than one Proposal is permissible.</p> <p>No</p>
	<p>Proposal must remain valid for 120 calendar days after the proposal submission deadline</p>
	<p>Clarifications may be requested not later than (Seven) 7 days prior to the submission deadline</p> <p>The contact for requesting clarification is:</p> <p style="text-align: center;"> Chief Executive Officer, Amref Regulated Non -WTD- Sacco Society Ltd. P.O Box 18604 - 00100, Nairobi. AMREF KCO Building - Wilson Airport. Mobile No: 0722 139 585/0732 515 797/ 0729 139 585. Email Adress: info@amrefsacco.org </p>
C. Submission, Opening and Evaluation	
	<p>The consultants shall have the option of submitting their Proposals electronically.</p> <p>No</p>
	<p>NB: All pages of the Original Technical Proposal should be serialized.</p>
	<p>The Proposal must be submitted not later than:</p> <p>Date: Friday 16th September 2022</p> <p>Time: 1100 hours East African Time</p>
	<p>The opening of the Proposal shall take place at: AMREF KCO Building, Wilson Airport, On Friday 16th September 2022 at 11.00am</p>

	<p>Qualification and experience of key experts:</p> <p>i) Architect - Must have a degree in Architecture and registered with the Board of Registration of Architects and Quantity Surveyors and a member of Architectural Association of Kenya or any other recognized institution(s) and having current practicing license. Should have 12 years’ general experience and 8 years’ specific experience in design and supervision of similar projects.</p> <p>ii) Quantity Surveyor Be a holder of degree in Building Economics/Quantity Surveying and registered with the Board of Registration of Architects and quantity Surveyors and a member of the Architectural Association of Kenya or any other recognized institutions and having current practicing license. Should have 10 years’ general experience and 8 specific experiences in quantity surveying and supervision of similar projects</p> <p>iii) Electrical engineer Holder of degree in Electrical Engineering and registered with Engineers Board of Kenya and a member of the Institution of Engineers of Kenya or other relevant institutions and having practicing license. Should have 10 years’ general experience and 8 years’ specific experience in design of electrical services and supervision of building construction contracts.</p> <p>iv) Mechanical Engineer Holder of degree in Mechanical Engineer and registered with Engineers Board of Kenya and a member of the Institute of Engineers of Kenya or other relevant institutions and having practicing license. Should have 10 years’ general experience and 8 years’ specific experience in design of building mechanical services and supervision of similar/relevant contracts.</p> <p>v) Civil/Structural Engineer Must be a structural/civil engineer and registered with Engineers Board of Kenya and a member of the Institution of Engineers of Kenya or other relevant institutions and having practicing license. Should have 12 years general experience and 8 years specific experience in design of buildings and supervision of similar and relevant projects</p>
	<p>Negotiation and Award</p> <p>Expected date for contract negotiations: Date: (To be Agreed) Executive Boardroom</p> <p>Expected date of Commencement of the Services: Date (to be agreed)</p>