



MMU/REC/316033/17-18(4)

## MASINDE MULIRO UNIVERSITY OF SCIENCE AND TECHNOLOGY (MMUST)

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Kenya

**REQUEST FOR PROPOSAL (RFP) FOR PROVISION OF ASSET VALUATION  
SERVICES.**

**TENDER NO: MMUST/FIN/4/2017-2018**

**CLOSING DATE: TUESDAY 9<sup>TH</sup> JANUARY 2018 AT 10.00AM**



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## INTRODUCTION

1. This Standard Request for Proposals (SRFP) has been prepared by the Public Procurement Directorate, Ministry of Finance and Planning, Government of Kenya for use for selection of Consultants by Procuring Entities in the National Government, County Governments, State Corporations and other Public Institutions ( hereinafter referred to as the “Client”) when they hire consulting firms to provide services.
2. The SRFP includes Standard form of Contract for Large Assignments and small assignment which are for lump sum or time based payments.
3. A separate SRFP has been provided for selection of individual professional consultants.
4. The General Conditions of Contract should not be modified and instead the Special Conditions of Contract should be used to reflect the unique circumstances of the particular assignment. Similarly the information to consultants should only be clarified or amended through the Appendix to information to Consultants.
5. This SRFP document shall be used where a shortlist of consultancy firms already exist or has been obtained through a shortlist after an advertisement of Expression of Interest for Consultancy required.
6. A RFP includes the following documents:-
  - Section A - Letter of Invitation
  - Section B - Information to Consultants
  - Section C - Technical Proposal - Standard Forms
  - Section D - Financial Proposal - Standard Forms.
  - Section E - Terms of Reference
  - Section F - Standard Forms of Contract.

SECTION I ~ LETTER OF INVITATION

TO: .....

Dear Sir/Madam,

RE: Consultancy to Conduct Asset Valuation Services

Masinde Muliro University of Science and Technology invites Proposals for Provision of Consultancy Services for Provision of Asset Valuation . More details of the services are provided in the Terms of Reference herein

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

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

Upon receipt, please inform us

- (a) That you have received the letter of invitation
- (b) Whether or not you will submit a proposal for the assignment.

SECTION I ~ INVITATION FOR TENDERS

TENDER REF. NO: MMUST/FIN/4/2017-2018

TENDER NAME: Consultancy to Conduct Asset Valuation Services

Masinde Muliro University of Science and Technology invites sealed tenders from eligible candidates for **Provision of Asset Valuation Services**.

The University now invites eligible consultant(s) to submit curriculum vitae, proposals including work plans and budget for providing the above service. A firm will be selected under Quality and Cost Based Selection method and procedures described in this RFP.

Eligible candidates may obtain further information from the Procurement Office during normal office working hours.

Bidders who download the tender documents from the website must forward their particulars immediately via email [procurementofficer@mmust.ac.ke](mailto:procurementofficer@mmust.ac.ke) This is for records and any further tender clarification and addendum where necessary. The particulars should include: Name of Firm, Postal address, Telephone Number, Email Address, Tender Number and Tender Name.

**All pages including any attachments should be serialized.**

Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for (120) days from the closing date of the tender.

Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at Masinde Muliro University of Science and Technology or be addressed to:-

The Vice Chancellor  
Masinde Muliro University of Science and Technology  
P O Box 190  
Kakamega, Kenya.

And dropped in Tender Box situated at the VC Office, Main Campus in Kakamega, so as to reach the University On or before **Tuesday 9<sup>th</sup> January at 10:00 am**.

Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at Construction Boardroom.

The site visit certificates will be issued during the site visit.

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

### 1. Introduction

- 1.1 Masinde Muliro University of Science and Technology will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed under this section.
- 1.2 Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment named in the said Appendix.
- 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 meeting to be held on **Friday 5<sup>TH</sup> January 2018**
- 1.4 The Client will provide the inputs specified in Appendix “A”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant programme 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. Any request for clarification must be sent in writing by mail or facsimile electronic mail to the Client’s address indicated in Appendix “A”. The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including 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 an

invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited consultants and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

### 3. Preparation of Proposal Technical Proposal

3.1 The Consultants proposal shall be written in English language.

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. Consultants shall not associate with other individual consultants invited or participating in 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-months is given in Appendix "A". The proposal shall however be based on the number of professional staff- months estimated by the firm.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or has an extended and stable working relationship with it.
- (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix "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.
- (vi) Tender at his/her own responsibility and risk, MUST visit and examine the site and its surroundings, and obtain all information (Asset Inspection) that may be necessary for preparing the tender and entering

Into a contract for the services before filling in the tender document.

**The site visit is MANDATORY to all bidders on Friday 5<sup>th</sup> January 2018 10.00am.**

( Site visit certificate form to be signed and stamped as proof of inspection. The person to inspect the properties should bear identity of the firm and should be an expert in the valuation work)

- 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".
- 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 Appendix “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 150 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

#### 4. Submission, Receipt, and Opening of Proposals

- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineations or overwriting except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.
- 4.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix “A”. Each Technical Proposal and Financial Proposal shall be marked “ORIGINAL” or “COPY” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

- 4.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked **“TECHNICAL PROPOSAL,”** and the original and all copies of the Financial Proposal in a sealed envelope clearly marked **“FINANCIAL PROPOSAL”** and warning: **“DO NOT OPEN WITH THE TECHNICAL PROPOSAL”**. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in Appendix “A” and be clearly marked, **“DO NOT OPEN EXCEPT IN PRESENCE OF THE TENDER 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 Appendix “A”. Any proposal received after the closing time for submission of proposals shall be rejected and returned to the respective consultant unopened.
- 4.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. . The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department 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 Appendix “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 ar concluded.

### Evaluation of Technical Proposals

- 5.3 The Technical 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

#### **Technical Proposal**

The Technical Proposal shall provide the following information:

- (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,

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

NB: The Technical Proposal shall not include any financial information.

### **Financial Proposal**

In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms. It lists all costs associated with the assignment including;

(a) Remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.

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

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

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

The Proposal must remain valid for 150 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of

the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

## **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

### **Evaluation of Technical Proposals**

The Technical 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:

#### **i) Preliminary Evaluation-Mandatory Requirements**

To facilitate a fair and even assessment, it is suggested that the Technical Proposal incorporates the following key Mandatory Features & Requirements. Therefore invited Firms MUST ensure that they comply with the following Mandatory Requirements:

1. Preliminaries including a brief on the firm profile with references of jobs/project undertaken in previous years and curriculum vitae of key consultants to be involved.
2. The methodology to be used.
3. Work plan.
4. Detailed schedule of tasks and activities to be undertaken.
5. Certificate of Incorporation
6. Litigation History (Both Court & Arbitration)
7. Proof of at least three (3) contracts of similar nature and magnitude in the last five years (Please provide Letters of Award)
8. Copy of KRA Tax Compliance Certificate, PIN and VAT Certificates.
9. Audited Accounts for the last three years (2014, 2015 & 2016)
10. Mandatory Site visit, attendance certificate to be signed by all representatives. (The site visit will be conducted on **Friday 5<sup>th</sup> January 2017 at 10.00am** at Masinde Muliro University of Science and Technology main campus)

Failure by any firm to submit any of the above will result to automatic disqualification. Any Bidder exempted from any of the above may provide of the same.

ii) Technical Evaluation Criteria

S/No	Technical Requirement		Max Score
1	Specific Experience of the Lead Consultant in related assignment Proof of Experience in assignments of similar nature and magnitude – To attach at least five (5) references in form of Contracts/LPOs /Letters of award for similar contracts undertaken-	4 mks Each	20mks
2	Similar Works undertaken Must attach recommendation letter from at least four (4) of the corporate clients	5 mks Each	20 mks
3	An anti-corruption declaration statement duly signed by a person lawfully authorized (senior management)		5mks
4	Adequacy of the proposed work plan and Methodology in responding to the TOR ( Bidder to provide a detailed technical plan on how to implement the assignment ( Timeliness & Methodology)		20 mks
5	Key Personnel Lead Consultant <ul style="list-style-type: none"> <li>• Master’s degree in Valuation and Property Management, Masters in Land Economics or related field</li> <li>• A minimum of 5 years’ experience in Asset Valuation and Registration or related assignments.</li> <li>• Working experience in leadership position in</li> </ul>		25mks

	<p>private or public institutions</p> <ul style="list-style-type: none"> <li>• Proven experience in Asset Valuation and Management.(Attach proof)</li> <li>• Must be a member of the Institute of Surveyors of Kenya or other relevant similar affiliation.</li> <li>• Have a certificate of Registration as a Valuer in accordance with the provisions of valuers Act 1984</li> <li>• Must have a valid valuer practising license in accordance with the Valuers Act, 1984.</li> <li>• Must provided demonstrated experience in the design and execution of similar tasks.</li> </ul> <p>Other Key Consultants ( at least two (2)</p> <ul style="list-style-type: none"> <li>• At least a Bachelor's degree in Land Economics or related fields.</li> <li>• A minimum of five years' experience working on Public Service Reform assignments, Organizational development or related fields</li> <li>• A minimum of 5 years proven experience in Asset Valuation or Registration or related assignments. ( Please</li> </ul>		
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	<p>attach documentary proof)</p> <ul style="list-style-type: none"> <li>• Working experience in leadership position in private or public institutions.</li> <li>• Must be a member of the Institute of Surveyors of Kenya or other relevant similar affiliation.( Attach membership proof)</li> <li>• Have a certificate of Registration as a Valuer in accordance with the provisions of valuers Act 1984.</li> <li>• Must have a valid valuer practising license in accordance with the Valuers Act ,1984.</li> <li>• Must Provided demonstrated experience in the design and execution of similar tasks.</li> </ul>		
6	Company Profile giving details on Directors/Ownership details and other senior managers details / should give the actual location and Address		10mks
Total			100Mks
Pass mark			70 Mks

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

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

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

The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening. The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.

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

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

$Sf = 100 \times FM/F$  where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T= the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + p = 1) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows:  $S = St \times T \% + Sf \times P \%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.

## **Negotiations**

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

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

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

Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

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

**Award of contract**

Particulars of post – qualification if applicable. MMUST may visit your office /current client’s offices to confirm details/information you have provided
Award Criteria: The firm achieving the highest combined technical and financial score will be awarded the contract
Particulars of performance security if applicable. 8% of contract sum

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

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

## Confidentiality

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

## APPENDIX “A”

(Amendment of Instruction to Consultants) Clause

Reference

(ITC)

1.1 & 2.1 The name of the Client is: Masinde Muliro University of Science and Technology

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

Under this method the Technical and Financial proposals are submitted simultaneously in separate sealed envelopes (two-envelope system). Evaluation of proposals is carried out in two stages: (1) quality and (2) cost. The financial proposals remain sealed until “minimum” qualifying mark of the technical proposal is established (70 % in this case). Technical proposals will be opened first and evaluated. Those securing less than the minimum are rejected, and the financial envelopes of the rest are opened in public. Once the financial proposals are evaluated, a combined evaluation of the technical and financial proposals is carried out by weighing and adding the quality and the cost scores, the technical and financial weights are 70:30 respectively; the consultant obtaining the highest combined score is invited for negotiations.

Technical and Financial Proposals are requested: Yes

A Technical Proposal only is requested: No

MMUST invites proposals for consultancy to conduct: Asset tagging, asset register and Valuation of assets services.

The main objective of the Tender Invitation for asset tagging, asset register and asset valuation at the University is to carry out Asset Stock Taking, Valuation, Tagging and Creation of an Asset Register.

The Client will provide the following inputs:

- a. Letter of introduction
- b. Liaison team in the University
- c. Avail the necessary and relevant documents.
- d. Office space

The estimated number of professional staff months required for the assignment shall be as proposed by the firm.

The minimum required experience of proposed Professional staff is as follow;

#### Lead Consultant

- Master's degree in Valuation and Property Management, Masters in Land Economics or related field.
- A minimum of 5 years' experience in Asset Valuation ad Registration or related assignments.
- Working experience in leadership position in private or public institutions.
- Proven experience in Asset Valuation and Management.(Attach proof)
- Must be a member of the Institute of Surveyors of Kenya or other relevant similar affiliation.
- Have a certificate of Registration as a Valuer in accordance with the provisions of valuers Act 1984.
- Must have a valid valuer practising license in accordance with the Valuers Act, 1984.
- Must provided demonstrated experience in the design and execution of similar tasks.

#### Other Key Consultants

- At least a Bachelor's degree in Land Economics or related fields.
- A minimum of five years experience working on Public Service Reform assignments, Organizational development or related fields.
- A minimum of 5 years proven experience in Asset Valuation or Registration or related assignments. ( Please attach documentary proof)
- Working experience in leadership position in private or public institutions.
- Must be a member of the Institute of Surveyors of Kenya or other relevant similar affiliation.( Attach membership proof)
- Have a certificate of Registration as a Valuer in accordance with the provisions of valuers Act 1984.
- Must have a valid valuer practising license in accordance with the Valuers Act ,1984
- Must Provided demonstrated experience in the design and execution of similar tasks.

Training is a specific component of this assignment: No

Additional information in the Technical Proposal.

To facilitate a fair and even assessment, it is suggested that the Technical Proposal incorporates the following key Mandatory Features & Requirements. Therefore invited Firms MUST ensure that they comply with the following Mandatory Requirements:

1. Preliminaries including a brief on the firm profile with references of jobs/project undertaken in previous years and curriculum vitae of key consultants to be involved.

2. The methodology to be used.
  3. Work plan.
  4. Detailed schedule of tasks and activities to be undertaken.
  5. Certificate of Incorporation
  6. Litigation History (Both Court & Arbitration)
  7. Proof of at least three (3) contracts of similar nature and magnitude in the last five years (Please provide Letters of Award)
  8. Copy of KRA Tax Compliance Certificate, PIN and VAT Certificates
  9. Audited Accounts for the last three years (2014, 2015 & 2016)
  10. Mandatory Site visit, attendance certificate to be signed by all representatives.
- Failure to any firm submits any of the above will result to automatic disqualification. Any Bidder exempted from any of the above may provide of the same.

Taxes: VAT TO BE QUOTED FOR SEPARATELY FROM THE CONSULTANCY FEE

### TERMS OF REFERENCE (TOR)

The successful Consultant shall be expected to undertake the following;

- 1) To Identify/Verify all Existing Masinde Muliro University of Science and Technology Assets (Both Movable & Immovable).
- 2) To carry out Asset Tagging and Coding of all assets using Foil Asset/Premium Polyester Asset Labels and as per Instructions.
- 3) To undertake valuation of all Masinde Muliro University of Science and Technology Assets.
- 4) Data Capture of All Identified Assets (Manual Asset Register)
- 5) Uploading Asset Data onto an Asset Tracking System (Computerized Asset Register)
- 6) Identification of any associated asset risks and their management. (Preparation of an asset risk matrix)

#### Reports and Time Schedule

The consultant shall submit to MU the following reports, containing the indicated content and numbers within the time periods set forth here below:

Name of Report	Contents of Report	Date of Submission/Approval (Please indicate time frame for each report)
Inception Report (Two copies)	(a) Objectives and goals of the assignment (b) Inventory of information and data collected	To be agreed upon during negotiation.

	( c) Proposed plan for carrying out the assignment	
Progress Report ( Two copies)	Elaborating the agreed upon recommendations of the Inception Report and addressing the concrete terms of the objectives and the outlined activities of the TOR.	
Interim Report (Two copies)	Draft recommendations	
Final Report Three copies)		

Data Services, Personnel and Facilities to be provided by the Client are as follows:

- (i) Letter of introduction
- (ii) Liaison office; \_\_\_\_\_ office.
- (iii) All the relevant documents.
- (iv) An Office space.

The firm and consultants will be responsible for their own transport.

Once assignment has been given, there will be no substitution and when allowed, it will only be with the express written permission of the Vice Chancellor. Kakamega.

#### **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.

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: Consultants:	No of Months of Professional Staff provided by Associated
Name of Senior Staff (Programme Director/Coordinator, Team Leader) Involved and Functions Performed:	
Narrative Description of programme:	
Description of Actual Services Provided by Your Staff:	

Firm's

Name:

\_\_\_\_\_  
Name and title of signatory; \_\_\_\_\_

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

---

On the Terms of Reference:

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

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

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

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

---

(v). TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

---


2. Support Staff

Name	Position	Task

(v) 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: \_\_\_\_\_

(vii). TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Weeks (in the Form of a Bar Chart)

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

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

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

Signature: \_\_\_\_\_

(Authorized representative)

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

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

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

(viii). 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)

	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10 <sup>th</sup>	11 <sup>th</sup>	12 <sup>th</sup>	14 <sup>th</sup>	15 <sup>th</sup>		
Activity (Work)																

<hr/>																	
-------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

(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 V: - FINANCIAL PROPOSAL – STANDARD FORMS

These forms shall include:

- i) Financial Proposal submission form.
- ii) Summary of costs.
- iii) Breakdown of price per activity.
- iv) Breakdown of remuneration per activity.
- v) Miscellaneous expenses.
- vi) Reimbursable: - Not applicable
- vii) Payment

(i). FINANCIAL PROPOSAL SUBMISSION FORM

\_\_\_\_\_ [ Date]

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
[Name and address of Client]

Ladies/Gentlemen:

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

We 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). SUMMARY OF COSTS

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

(iii). BREAKDOWN OF PRICE PER ACTIVITY

Activity NO.: _____	Description: _____
Price Component	Amount(s)

Remuneration

Reimbursable

Miscellaneous Expenses

Subtotal

---

iv). BREAKDOWN OF REMUNERATION PER ACTIVITY

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



(vi). MISCELLANEOUS EXPENSES

Activity No. \_\_\_\_\_

Activity Name: \_\_\_\_\_

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs_____				
	_____				
2.	(telephone, telegram, telex)				
3.	Drafting, reproduction of reports				
4.	Equipment: computers etc.				
	Software				
	Grand Total				_____

## (Vii) PAYMENT SCHEDULE

The Consultant Payments shall be made/paid in Instalments according to the following schedule:

- Indicate the percentage (%) of the Contract Price to be paid on the commencement date against the submission of a Performance guarantee for the same ie (Equivalent to 10% of the Contact price).
- Indicate the percentage (%) of the lump-sum amount To be paid upon submission of the inception report.
- Indicate the percentage (%) of the lump-sum amount to be paid upon submission of the interim report.
- Indicate the percentage (%) of the lump-sum amount to be paid upon submission of the draft final report.
- Indicate the percentage (%) of the lump-sum amount to be paid upon approval of the final report. =
- The Performance guarantee shall be released when the following the successful completion of the assign.

## SECTION VI- CONTRACT FOR CONSULTING SERVICES

### I. FORM OF CONTRACT

This Agreement [hereinafter called “the Contract”) is entered into this \_\_\_\_\_ [Insert starting date of assignment], by and between \_\_\_\_\_ [Insert Client’s name] of [or whose registered office is situated at] \_\_\_\_\_ [insertClient’s address](hereinafter called “the Client”) of the one part AND \_\_\_\_\_ [Insert Consultant’s name] of [or whose registered office is situated At] \_\_\_\_\_ [insert Consultant’s address] (hereinafter called “the Consultant”) of the other part.

### WHEREAS

- (a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract (GC) attached to this contract (hereinafter called the “Services”);
- (b) the Consultants, having represented to the Client that they have 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 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) Terms of Reference
  - (d) Technical Proposals (iii) and (iv)
  - (e) The following Appendices: [Note: If any of these Appendices are not used, they should be deleted from the list.

Appendix A:	Description of the Services
Appendix B:	Reporting Requirements
Appendix C:	Key Personnel and Sub-consultants
Appendix D:	Breakdown of Contract Price in Foreign Currency
Appendix E:	Breakdown of Contract Price in Local Currency
Appendix F:	Services and Facilities Provided by the Client

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

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

For and on behalf of \_\_\_\_\_ [name of client]

[Full name of Client's  
Authorized representative \_\_\_\_\_  
[Title] \_\_\_\_\_

[Signature] \_\_\_\_\_

[Date] \_\_\_\_\_

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

[Full name of Consultant's authorized representative]\_\_\_\_\_

[Title]\_\_\_\_\_

[Signature]\_\_\_\_\_

[Date]\_\_\_\_\_

## II. GENERAL CONDITIONS OF CONTRACT

### 1.0 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 SC 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

Any action required or permitted to be taken and any Representatives” 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

The Consultant, Sub-consultant[s] and their personnel

Duties                      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...

## 2.0 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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

2.2 Commencement Services              The Consultant shall begin carrying out the of 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 means For the purposes of this Contract, “Force Majeure”

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 under The failure of a Party to fulfil any of its obligations

of Contract

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  
Services

During the period of his inability to perform the 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 judgment 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.

### 3.0

### 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) The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's remuneration in connection with this Contract Commissions or the Services and the Consultant shall accept for his own benefit any trade commission, discounts or similar Benefit from Contract.

Discounts,  
Payments in Etc.

(ii) 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.

- (iii) 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.
- (iv) 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  
any Project

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 Services and any continuation thereof)

project resulting from or closely related to the Services.

3.2.3 Prohibition of

Conflicting Activities

Neither the Consultant nor his sub consultant[s] nor their personnel shall engage, either directly or

indirectly in any of the following activities:

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

3.3 Confidentiality

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

3.4 Insurance to be

The Consultant (a) shall take out and maintain Taken Out by the and shall cause any sub consultant[s] to take out

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

3.5 Consultant's 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 the Consultants shall submit to the Client the reports Obligations 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 All plans, drawings, specifications, designs, Reports and other documents Prepared and Software Submitted by the Consultant- in accordance with Clause 3.6 shall become and remain the Property of the Client and the Consultant not later than upon Termination or expiration of this Contract

, deliver all such Documents and software to the

The Client together with a detailed inventory

Thereof 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.

#### 4.0 CONSULTANT'S PERSONNEL

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

4.2 Removal (a) Except as the Client may otherwise agree, no Changes shall be made in the Key Personnel.  
and/or If for any reason beyond the reasonable control of Replacement 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 of Personnel.

- (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.

## 5.0 OBLIGATIONS OF THE CLIENT

### 5.1 Assistance and that Exemptions

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

### 5.2 Change in the

If after the date of this Contract, there is any

Applicable Law taxes

change in the Laws of Kenya with respect to

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.

## 6.0 PAYMENTS TO THE CONSULTANT

6.1 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.

6.2 Payment for

Services  
is

For the purposes of determining the Remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the time based price provided in Appendices D and E.

6.3 Terms and  
Conditions of

Payments will be made to the account of the Consultant and according to the payment

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 specified in Clause 6.4. Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents. 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 .

## 7.0 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.

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 (h) The member in Charge is:

1.4 The addresses are:

Client:  
The Vice Chancellor  
Masinde Muliro University of Science and Technology  
P O Box 190  
Kakamega, Kenya.

Consultant: \_\_\_\_\_ Attention: \_\_\_\_\_

Telephone;  
\_\_\_\_\_

Facsimile:  
\_\_\_\_\_

Email:  
\_\_\_\_\_

1.5 The services shall be performed at Masinde Muliro University of Science and Technology

1.5.1 The Authorized Representatives are:

For the Client: VICE CHANCELLOR

MASINDE MULIRO UNIVERSITY OF SCIENCE AND

TECHNOLOGY For the Consultant:

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2.1 The date on which this Contract shall come into effect on the date the Contract is signed by all parties or such other date as may be agreed upon in writing by the parties.

2.2 The date for the commencement of Services is estimated to be T.B.A

2.3 Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate on.

2.4 The risks and coverage shall be: Shall not apply

(i) Professional Liability

(ii) Loss of or damage to equipment and property

2.5 (a) The amount in foreign currency or currencies is \_\_\_\_\_ [Insert amount]. (Please Indicate)

(b) The amount in local Currency is \_\_\_\_\_ [Insert amount] (Please Indicate)

2.6 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.

2.7 Payments shall be made according to the agreement made during negotiation.

2.8 Delayed Payment shall be made within sixty (60) days of receipt of invoices and the

Payments relevant documents specified in Clause 6.4. If the Client has delayed payments beyond sixty (60) days after the due date hereof, simple

interest shall be paid to the Consultant for each day of delay at the prevailing commercial bank rates.

#### 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

—  
APPENDIX C— KEY PERSONNEL AND SUBCONSULTANTS (Consultant to provide)

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.

## APPENDIX D      BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

List here the elements of cost used to arrive at the breakdown of– foreign currency portion:

Monthly rates for Personnel (Key Personnel and other Personnel).

Reimbursable expenditures.

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

–

## APPENDIX E – BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

List here the elements of cost used to arrive at the breakdown of the contract price – local currency portion.

Monthly rates for Personnel (Key Personnel and other Personnel).

Reimbursable expenditures.

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

## APPENDIX F SERVICES AND FACILITIES PROVIDED BY THE CLIENT

Letter of introduction

Liaison team in the University

Avail the necessary and relevant documents.

Office space (as and when required)

## CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c)  
Whichever applies to your type of business

You are advised that it is a serious offence to give false information on this Form.

Part \_\_\_\_\_ General:

BusinessName

.....

Location of business premises .....

PlotNo.....Street/Road.....

Postal Address ..... Tel. No. ....Fax ..... Email .....

Nature of business .....

Registration Certificate No. ....

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

Name of your bankers ..... Branch .....

Part 2(a) – Sole Proprietor:

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

Nationality ..... Country of origin .....

Citizenship details.....

Part 2(b) – Partnership

Give details of partners as follows

	Name	Nationality	Citizenship Details	Shares
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1. ....

2. ....

3. ....

4. ....

5. ....

Part 2(c) – Registered Company:

Private or public  
.....

State the nominal and issued capital of the company –

Nominal Kshs. ....

Issued Kshs.....

Give details of all directors as follows

	Name	Nationality	Citizenship Details	Shares
1.	.....	.....	.....	.....
2.	.....	.....	.....	.....
3.	.....	.....	.....	.....
4.	.....	.....	.....	.....
5.	.....	.....	.....	.....
.	.....	.....	.....	.....

Date..... Signature of Tenderer .....

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

PERFORMANCE SECURITY FORM

To: .....

*[Name of procuring entity]*

WHEREAS ..... *[name of tenderer]*

(Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. \_\_\_\_\_  
\_\_\_\_\_ *[reference number of the contract]* dated \_\_\_\_\_ 20 \_\_\_\_\_ to supply  
.....

*[description of insurance services]* (Hereinafter called "the Contract")

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for a sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of .....

*[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum of money within the limits of .....  
*[Amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

Signature and seal of the Guarantors

*[Name of bank of financial institution]*

\_\_\_\_\_

*[Address]*

\_\_\_\_\_

*[Date]*

\_\_\_\_\_  
*(Amend accordingly if provided by Insurance Company)*

**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

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

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

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

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

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

*(FULL PARTICULARS)* \_\_\_\_\_

\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

**FORM RB 1**  
**REPUBLIC OF KENYA**  
**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

.....APPLICANT

AND

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

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

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**FOR OFFICIAL USE ONLY**

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

**ANTI CORRUPTION DECLARATION PLEDGE**

I/We (Name of Firm and Address) declare that I/We recognize that Public Procurement is based on a free and fair competitive tendering process which should not be open to abuse.

I/We..... declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any Public Officer , their relations or business associates, in connection with tender No.....for or in the subsequent performance of the contract if I/We are successful.

Signed by.....Authorized Representative

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