

**REQUEST FOR PROPORSAL (RFP)- SELECTION OF
ARCHITECTURAL CONSULTANTS**

**PROVISION OF ARCHITECTURAL CONSULTANCY SERVICES FOR
THE CONSTRUCTION OF UNAITAS HEAD OFFICE**

TENDER NO: UNAITAS/002/09/23

**THE CHIEF EXECUTIVE OFFICER,
UNAITAS SACCO SOCIETY,
CARDINAL OTUNGA PLAZA
P.O. BOX 38721-00100 NAIROBI**

Email: procurement@unaitas.com

Tender Closing Date & Time: 21ST DECEMBER 2023 at 10:00AM

DECEMBER, 2023

Unaitas Sacco Society Limited
Head Office
Cardinal Otunga Plaza
Kaunda street, Nairobi.

Tel: 0721 244 139
Box: 38721 - 00100 Nairobi.

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Part 1: Request for Proposal Procedure
Part 2: Conditions of Contract for engagement

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INTRODUCTION

Unaitas Sacco Society Limited invites sealed tenders from interested and eligible candidates for **PROVISION OF ARCHITECTURAL CONSULTANCY SERVICES FOR THE CONTRUCTION OF UNAITAS HEAD OFFICE**

The award of the tender will be done on Architectural Consultancy Procedure where Consultants who will meet attain a postmark of 80% on the technical evaluation. The Evaluation methods will be by Quality based Selection method. Only those Consultants who will attain the minimum pass will proceed for Financial Proposal Evaluation and Negotiation.

The complete Request for Proposal (RFP) document is downloaded from the Unaitas Sacco Society's website www.unaitas.com with payment of nonrefundable fees of Ksh. 5,000. Bidders who download the tender document from the website MUST register the names and contact details of their firms on the email procurement@unaitas.com for record and any further clarifications. Payments will be done to the following Account;

*Paybill Business Number: 544600
Account No: Name of the Company*

An official UNAITAS receipt of payment of the Kshs 5,000 will be issued at the Society's Cashier's Office (upon receiving cash with the bank). The deposit Slip must bear the name of the bidding firm/company.

The Individual Consultant is Architect

1. The Standard request for proposals shall include the following: -
 - (i) Letter of Invitation
 - (ii) Information to Consultants
 - (iii) Terms of Reference

REQUEST FOR PROPOSALS (RFP)

PROJECT NAME: PROVISION OF ARCHITECTURAL CONSULTANCY SERVICES FOR DESIGN, DOCUMENTATION FOR CONSTRUCTION OF UNAITAS HEAD OFFICE.

TITLE OF CONSULTING SERVICES: PROVISION OF ARCHITECTURAL CONSULTANCY SERVICES OF UNAITAS HEAD OFFICE

CHECKLIST OF DOCUMENTS TO BE SUBMITTED WITH THE BID

In preparing the bid document in response to the tender, bidders are to ensure that the documents listed in the Table below are provided.

CHECKLIST OF MANDATORY REQUIREMENTS THAT MUST BE SUBMITTED WITH THE BID:

No.	Requirements	Bidder to confirm and Check/Tick (√)
1	Certificate of Incorporation/Registration alongside the Tender Document Pay Receipt	
2	Valid Tax Compliance Certificate	
3	Duly filled Confidential Business Questionnaire	
4	Architect: Proof of Registration with Board of Registration of Architects and Quantity surveyors (BORAQS) together with a Valid Practicing License	
	Submit evidence of certified and signed audited accounts for two consecutive financial years falling within 2020-2022. For a Joint Venture, one firm to meet this requirement	
CHECKLIST FOR THE COMPLETE RFP DOCUMENT		
No.	Requirements	Bidder to confirm and Check/Tick (√)
1	Letter of Request for Proposal (RFP)	
2	Section 2 (A) – Instruction to Consultants (ITC)	
3	Section 2(B) – Data Sheet	
4	Section 3– Technical Proposal Standard Forms	
	i) Technical Proposal Submission Form	
	ii). Certificate of Independent Tender Determination	
	iii). Consultant's Organization and Experience	
	iv). Comments and Suggestions	
	v). Work Schedule and Planning for Deliverables	
	vi). Team Composition, Assignment, And Key Experts' Inputs	
	vii). Curriculum vitae (CV)	
	viii). Mandatory Support Documents	
	ix). Self-Declaration forms	
5	Section 4. Financial Proposal - Standard Forms	
	i) Financial Proposal Submission Form	
	ii). Summary of Costs	

	iii). Break Down of Remuneration	
	iv). Break Down of Reimbursable	
	v). Form of Advance Payment Guarantee	
6	Terms of Reference	
7	Conditions of Contract and Contract Forms	
	i). Lump-Sum Contract	
	ii). Form of Contract-Lump-Sum	
8	General Conditions of Contract	
9	Special Conditions of Contract	
10	Appendices	
	i). Appendix A–Terms of Reference	
	ii). Appendix C – Breakdown of Contract Price	
11	Submit evidence of certified and signed audited accounts for two consecutive financial years falling within 2020-2022. For a Joint Venture, one firm to meet this requirement	
12	If Tenderer is a JV, it should be properly constituted. JV agreement should be duly signed by the parties	
13	Duly filled and signed declaration form indicating that the Tenderer has not been debarred by any other recognized institution as described in 4. 5.	
14	Bidder's representatives attending the tender opening to have personal identification document (National ID/Passport) and letter of introduction	
15	Bidders are required to serialize ALL the pages of the bid document submitted including any addendum, appendixes and attachments. Avoid Spiral Binding	

SECTION A: LETTER OF REQUEST FOR PROPOSAL

To _____

(Name and address of Consultant)

Dear Sir,

RE: REQUEST FOR PROPOSAL (RFP)- SELECTION OF ARCHITECTURAL CONSULTANTS

The _____ (name of the client) invites proposals to provide the following consulting services: _____ (short description of objectives and scope of the assignment). More details on the services are provided in the attached Terms of Reference.

The 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

Please inform us, upon receipt:

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

Yours sincerely,

(insert: Signature, name and title of Client's representative)

SECTION 2 B: - INFORMATION TO CONSULTANTS

1. Introduction

- 1.1 The Client is recommended to select a firm/individual consultant among those invited to submit a proposal, in accordance with the method of selection detailed under this section.
- 1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a further Proposal. A Technical Proposal only or technical followed by design proposals excluding financial proposal may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm shall be invited to negotiate a contract on the basis of scale fees. The proposal will be basis for contract negotiations and ultimately for a signed contract with the selected firm.
- 1.3 The firm/individual 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 visit the Client before submitting a proposal and to attend a pre-proposal conference where applicable. The consultants' representative should contact the client representatives to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that the client representatives are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.4 The Client will 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 cost of preparing the proposal and of negotiating the contract, including a 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 | <p>2.1 Consultants may request a clarification of any of the RFP documents up to seven days before the proposal submission date. Any request for clarification must be sent in writing by mail, cable, telex, facsimile, or electronic mail to the Client's address. 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.</p> <p>2.2 At any time before the submission of the proposals, the Client may, for any reason, whether at his initiative or in response to a clarification requested by an invited firm/individual consultants, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile or electronic mail to all invited firm/individual consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.</p> |
| 3. Preparation of Proposal

Technical Proposal | <p>3.1 Firms/individual consultants are requested to submit a proposal(para.1.2) written in English language.</p> <p>3.2 In preparing the Technical Proposal, consultants are expected to examine the invitation documents in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.</p> <p>3.3 While preparing the Technical Proposal, the firm/individual consultants must give particular attention to the following:</p> <ul style="list-style-type: none"> (i) If a firm/individual consultants considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultants (s) and/or other firms or entities in a joint venture or sub-consultancy, as appropriate. A firm/individual consultants may not associate with the other firms/individual consultants invited or bidding for the same assignment. (ii) For assignments on a staff-time basis. 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/individual consultants or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must, at a minimum, have experience 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/individual consultants'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 members, 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 the Data Sheet specifies training as a major component of the assignment.

3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the invitation 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 major component of the assignment. If appropriate, these costs should be broken down by activity.

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

3.8 Consultants shall express the price of their services in Kenya Shillings or as may be required by the client.

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 Proposal must remain valid for 120 days after the submission date. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The Client will make its 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. Design Proposal

4.0 In preparing the design proposal, consultants are expected to take into account the requirements of a clear brief

outlined in the invitation documents for the design

4.0 Design proposal.

- 4.1 The design presentation shall incorporate the following standard information:
- Plans, Sections and elevations at scale 1:200
 - Exterior Perspective Illustration A3 Size
 - Other graphic illustrations not exceeding A3 size sheets are allowed.
- 4.2 The presentation information shall be mounted on maximum of 5A1 size mounting boards.
- A design report A4 size including all drawings about and outlining the design concept and response to the brief. It shall include sections of summary reports on project cost estimates, electrical mechanical installations and proposed structural solution.
 - No designs shall be required at this stage for electrical, mechanical and structural engineering services.
 - The report shall not exceed 25 pages of text of A4 size, font size 12 and shall be bound. The numbers of reports required are to be illustrated in the invitation documents.
 - Verbal presentations may be invited for all bidders at the discretion of the Evaluators and client and shall be indicated on the invitation documents and dates and time outlined.
 - Audio Visual and computer point presentation, 3-D CAD graphics may also be allowed at the discretion of the evaluators and client and shall be indicated on the invitation documents and dates and time outlined.
 - The client and evaluators shall organize an exhibition in the client offices or other suitable location where all participants shall have an opportunity to view all submitted works once the evaluator's work is complete and an award given.

5. Quality based selection

- 5.1 The quality based selection shall involve the invitation of pre-qualified 3-7 firms/individual consultants to an interview. The interviewing panel shall have at least 3 assessors at least one of them shall have a relevant technical background.

The recommended assessment criteria for the selection shall be the following: -

1. Firm's history and resource capability to perform required services
2. Evaluation of assigned personnel
3. Related experience (as appropriate)
 - Design services
 - Technical documentation
 - Contract administration
 - Studies
 - Other
4. Project Methodology
5. Approach to quality management
6. Familiarity with local area geography and facilities
7. Ability to relate to project requirements
8. Analysis of subjective statements (one page) applicable to the project as required on the request for qualification.
9. Reference check (evaluation transfer from reference check from)

**6. Submission
Receipt, and
Opening of
Proposal**

- 6.1 The original proposal shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm/individual consultants itself. Any such corrections must be initiated by the person or person who sign(s) the proposals.
- 6.2 For each proposal, the consultants shall prepare the number of copies. Each Technical Proposal, Financial Proposal and design 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 governs.
- 6.3 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”**. All copies of the design proposal in a sealed envelope clearly marked **“DESIGN PROPOSAL”** Both envelopes shall be placed into an outer envelope and sealed.
- 6.4 This outer envelope shall bear the submission address and other information indicated in the following

Appendix and be clearly marked, **“DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE”**.

- 6.5 The completed Technical, Financial Proposals must be delivered at the submission address on or before the time and date stated in the following Appendix. Any proposal received after the closing time for submission of proposals shall be returned unopened.
- 6.6 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.
- 6.7 Architectural proposals for shortlisted firms/individual consultants shall be submitted at a specific date and time

**7 Proposal
Evaluation
General**

7.1 From the time the bids are opened to the time the contract is awarded, if any firm/individual consultants wish to contact the Client on any matter related to its proposal, he should do so in writing at the address indicated in the invitation documents'. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of their proposal.

7.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded. The Technical proposal shall constitute 70 marks and the financial proposals 30 marks

**Evaluation of
Technical
Proposals**

7.3 The evaluation committee, appointed by the Client, evaluates the proposal on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows;

Points

- (i) Specific experience of the consultant related

to the assignment	10
(ii) Adequacy of the proposed work plan and methodology in responding to the terms of reference	20
(iii) Qualifications and competence of the key staff for the assignment (Valid BORAQs Certificate)	35
(iv) Suitability to the transfer of Technology Programme (Training)	<u>5</u>

Total Points **70**

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 required.

Evaluation of Design Proposals

7.4 In this case of RFP where firms/ individual consultants have already been shortlisted through a first stage evaluation of Technical and financial proposals or shortlisted already prepared by the client the general assessment mark shall be based on a total of 100 marks applying the following criteria.

	Points
(i) The architectural report	25
(ii) Master Planning	10
(iii) Functional response and Planning in response to all client requirements as well as use of materials	30
(iv) The Architectural Design Concept in relation to form, scale of buildings and overall appeal. (Attach 5 Previously done similar Projects in the last)	20
(v) The general presentation quality and effective communication	5
(vi) Other innovative and unique aspects of overall design	10
Total	<u>100</u>

7.5 In the case of open design competitions, the evaluators shall award marks in accordance with the following criteria.

(i) Curriculum vitae	25 marks
(ii) Financial	15 marks
(iii) Design proposal	<u>60 marks</u>
Total	<u>100 marks</u>

The Curriculum Vitae shall be assessed as follows: -

	Points
(i) General Experience of the consultants related to the assignment (Attach 5 similar Project)	15
(ii) Qualification and competence of key staff for assignment (Valid BORAQs Certificate)	<u>10</u>
Total	<u>25</u>

The design proposal shall be assessed as follows

	Points
(i) The design report	15
(ii) Master planning	5
(iii) Function response and planning in response to all client requirements as well as use of materials	15
(iv) The architectural design concept in relation to form, context, scale of buildings and overall appeal	15
(v) The general quality and effective communication	3
(vi) Other innovative and unique aspects of the overall design	7
Total	60
The Financial Proposal	15

**Public Opening
and Evaluation of
Financial
Proposals**

Total 100

7.6 After the evaluation is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered nonresponsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. 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.

7.7 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the quality 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.

7.8 The evaluation committee will determine whether the Financial Proposals are complete (i.e., whether they have costed all items of the corresponding Technical Proposals; if not, the Client will cost them and add their cost to the initial price) and correct any computational errors.

7.9 The highest mark obtained by the lowest bidder shall be 30

marks. Request for Proposals (RFP) is Quality Based Selection (QBS) as specified in Section 1 (A) of the RFP document. The RFP which states that Consultancy Fee (Payments) shall be the Scales of Fees for Professional Services for Building and Civil Works published by the Ministry of Public Works.

Financial Proposal to be submitted together in two separate envelopes with Technical Proposal in one sealed envelope.

The assignment is expected to commence on: Date and location to be advised to the successful bidder

8. Negotiations

- 8.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in the following Appendix. The aim is to reach agreement on all points and sign a contract.
- 8.2 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.
- 8.3 Unless there are exceptional reasons, the financial Negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 8.4 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 it is established that key staff were offered in the proposal without confirming their availability,

the firm may be disqualified.

9. Award of Contract

- 9.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.
- 9.2 The firm is expected to commence the assignment on the date and at the location specified in the following contract.

10. Confidentiality

- 10. 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

Clause Reference

- 1.1 & 2.1 The name of the Client is: _____

- 1.2 Technical and Financial Proposals are requested: Yes _____ No _____
A Technical Proposal only is requested: Yes, _____ No _____
A design proposal only is requested: Yes, _____ No _____

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

- 1.3 A pre-proposal conference will be held: Yes, _____ No _____ (if Yes,
indicate date, time and venue) _____

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

- 1.4 The Client will provide the following inputs: _____

- 3.3 (ii) The estimated number of professional staff months required for the
assignment is; _____
- (iv) The minimum required experience of proposed professional staff is:
(insert title, number of years of professional experience, specific expertise)

- (i) Training is a specific component of this assignment: Yes _____
No _____ (If yes, provide appropriate information)
- (viii) Additional information in the Technical Proposal includes:

- 3.7 Taxes: (Specify firm's liability: nature, sources of information): _____

- 4.2 Consultants must submit an original and _____ (insert number)
additional copies of each proposal

- 4.3 The proposal submission address is: _____
Information on the outer envelope should also include: _____
- 4.4 Proposals must be submitted no later than the following date and time:

- 5.1 The address to send information to the Client is: _____

- 5.2 The minimum technical score required to pass/insert number of points):

- 5.3 The assignment is expected to commence on _____
(insert date) at (insert location) _____

SECTION C: - TECHINCAL PROPOSAL SUBMISSION– STANDARD FORMS

- (i) Technical Proposal submission form
- (ii) Certificate of Independent Tender Document
- (iii) Consultant's Organization and Experience
- (iv) Comments and suggestions of consultants
- (v) Work Schedule and Planning for the Deliverables
- (vi) Team composition, assignments and Key Experts Inputs
- (vii) Format of curriculum vitae (CV) for proposed professional staff.
- (viii) Mandatory Support Documents
- (ix) Time schedule for professional personnel
- (x) Activity (work) schedule
- (xi) Self-Declaration Form

(i) **TECHINCAL PROPOSAL SUBMISSION FORM**

(Location, Date)

To: (Name and address of Client)

Ladies/Gentlemen:

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

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

ii) CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION

I, the undersigned, in submitting the accompanying TECHNICAL PROPOSAL SUBMISSION FORM to the _____ [Name of Procuring Entity]

for: _____ [Name and number of tender] in response to the request for tenders made by: _____ [Name of Tenderer] do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____ [Name of Tenderer] that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - Has been requested to submit a Tender in response to this request for tenders;
 - could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
 - The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - The Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs(5)(a) or (5) (b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - prices;
 - methods, factors or formulas used to calculate prices;
 - the intention or decision to submit, or not to submit, a proposal; or
 - the submission of a proposal which does not meet the specifications of the request for proposals; except as specifically disclosed pursuant to paragraph(5)(b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this RFP relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph(5)(b) above;
8. The terms of the RFP have not been, and will not be, knowingly disclosed by the Consultant, directly or indirectly, to any competitor, prior to the date and time of the official proposed opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph(5)(b) above.

Name_____

Title_____

Date _____

[Name, title and signature of authorized agent of Consultant and Date]

iii) CONSULTANT'S ORGANIZATION AND EXPERIENCE

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

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

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

Firm's Name: _____

iv) **COMMENTS AND SUGGESTIONS**

.

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.

v) WORK SCHEDULE AND PLANNING FOR DELIVARABLES

(vi). TEAM COMPOSITION, ASSIGNMENTS AND KEY EXPERT INPUTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

vii) FORMAT OF CURRICULUM VATAE (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 degrees obtained.)

Employment Record:

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

Certification:

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

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

Full name of staff member: _____

Full name of authorized representative: _____

viii) MANDATORY SUPPORT DOCUMENTS

This stage will involve determination of responsiveness of the bidder to the mandatory requirements provided here below. Each Mandatory Requirement must be fully met to qualify. The bidder must ensure that all copies of original certificates are certified and signed by a commissioner of oaths. Each project will only be evaluated once. The Lead Firm must meet all requirements of this criteria.

No	Mandatory Requirements	Comment
MR 1	Technical Proposal and Financial Proposal Submitted 1 (one) and 1 (one) Copy	
MR 2	Copy of Certificate of Incorporation/Certificate of Registration	
MR 3	Copy of Valid KRA Tax Compliance	
MR4	Dully Filled Confidential Business Questionnaire with a Copy of the Company Profile	
MR 5	Submit evidence of certified and signed audited accounts for two consecutive financial years falling within 2020-2021. For a Joint Venture, one firm to meet this requirement.	
MR 6	Proof of Registration with BORAQS with Valid Practicing License.	

NOTE: All the above documents (MR1- MR 6) should be packaged and arranged in that order under the Preliminary evaluation criteria section of the tender document.

Bidders must comply with ALL the above mandatory requirements to proceed to Stage 2: Compliance with Technical Evaluation Criteria.

ix) TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Name	Position	Reports Due/ Activities	1	2	3	4	5	6	7	8	9	10	11	12	Name of

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

x) ACTIVITY (WORK) SCHEDULE

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

(b). Completion and Submission of Reports

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

xi) **SELF-DECLARATION FORMS**

FORM SD1

**SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE
MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.**

I,, of Post Office Box being a resident of
..... in the Republic of do hereby make a
statement as
follows: -

1. THAT I am the Company Secretary/Chief Executive/Managing Director/Principal
Officer/Director of
..... (Insert name of the Company) who is a Bidder in respect of
Tender
No.
..... for..... (Insert tender title/description) for.....
(Insert name of the Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from
participating in procurement proceeding under Part IV of the Act.
3. THAT what is to here in above is true to the best of my knowledge, information and belief.

.....
(Title) (Signature) (Date)

Bidder disposed Official Stamp

xii) ACTIVITY (WORK) SCHEDULE

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

(b). Completion and Submission of Reports

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

xiii) **SELF-DECLARATION FORMS**

FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I,, of Post Office Box being a resident of in the Republic of do hereby make a statement as follows: -

4. THAT I am the Company Secretary/Chief Executive/Managing Director/Principal Officer/Director of (Insert name of the Company) who is a Bidder in respect of **Tender No.** for (Insert tender title/description) for (Insert name of the Procuring entity) and duly authorized and competent to make this statement.
5. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
6. THAT what is to here in above is true to the best of my knowledge, information and belief.

.....
(Title) (Signature) (Date)

Bidder disposed Official Stamp

SECTION D: - FINANCIAL PROPOSAL – STANDARD FORMS

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

(i). FINANCIAL PROPOSAL SUBMISSING FORM

(Location, Date)

To: _____

(Name and address of Client)

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for (_____) (Title of consulting services) in accordance with your Request for Proposal dated (_____) (Date) and our Proposal. 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
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	
Regular staff				
(i)				
(ii)				
Consultants				
Grand Total				

(v). Reimbursable Per Activity

Activity No: _____ **Name:** _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Air travel	Trip			
2.	Road travel	Kms			
3.	Subsistence Allowance	Dat			
	Grand Total				

(vi). MISCELLANEOUS EXPENSES

Activity No. _____ Activity Name: _____

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

SECTION E: - TERMS OF REFERENCE FOR PROVISION OF CONSULTANCY SERVICES FOR DESIGN OF UNAITAS HEAD OFFICE

INTRODUCTION

Unaitas Sacco is seeking the services of a qualified Architects for the Construction of Unaitas Head Office, land measuring approximately 30,000 Sqm.

Detail work scope as follows:

5.1 Unaitas Head Office Preparation and Brief Service - Inception (Work scope as the SOW of the Architect

1. Assist in developing a clear project brief
2. Attend the project initiation meetings
3. Advise on the procurement policy for the project
4. Advise on the rights, constraints, consents and approvals.
5. Define the scope of services and scope of work required.
6. Conclude the terms of the agreement with the Client.
7. Inspect the site and advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of infrastructure and services.
8. Determine the availability of data, drawings and plans relating to the project.
9. Advise on criteria that could influence the project life cycle cost significantly. Provide necessary information within the agreed scope of the project. Deliverables will include:
 - Agreed scope of services and scope of work.
 - Signed agreement.
 - Provide the schedule of details design plan.
 - Report on project, site and functional requirements.
 - Schedule of required surveys, tests, analyses, site and other investigations.
 - Advise on appropriate financial design criteria
 - Schedule of consents and approvals.

5.2 Unaitas Head Office Concept Design Service - Concept and Viability (Work scope as the SOW of the Architect

1. Agree documentation program with the Client.
2. Attend design meetings with the Client.
3. Establish the concept design criteria.

4. Prepare initial concept design and related documentation.
5. Advise Client regarding further surveys, analyses, tests and investigations which may be required.
6. Establish regulatory authorities' requirements and incorporate into the design.
7. Refine and assess the concept design to ensure conformance with all regulatory requirements and consents.
8. Establish access, utilities, services and connections required for the design.
9. Coordinate design interfaces with other parties involved.
10. Prepare process designs (where required), preliminary designs, and related documentation for approval by authorities and Client and suitable for costing.
11. Provide cost estimates and life cycle costs as required.
12. Liaise, co-operate and provide necessary information to Client.
13. Deliverables will include:
 - Concept design (PDF).
 - Schedule of required surveys, tests and other investigations and related reports.
 - Process design.
 - Preliminary design.
 - Cost estimates as required.

5.3 Unaitas Head Office Developed & Technical Design Service – Developed & Technical Design Work scope as the SOW of the Architect

1. Review any relevant technical documentation as requested by the Client.
2. Attend design meetings with the Client.
3. Incorporate Client's and authorities' detailed requirements into the design.
4. Prepare design development drawings including draft technical details and specifications.
5. Review and evaluate design and outline specification and exercise cost control.
6. Prepare detailed estimates of construction cost.
7. Liaise, co-operate and provide necessary information to the Client.
8. Submit the necessary design documentation to local and other authorities for approval.
9. Deliverables will include:
 - Design development drawings (PDF).
 - Outline specifications.
 - Local and other authority submission drawings and reports [statutory approvals (County, NEMA, etc.) by Customer architect].
 - Detailed estimates of construction costs (based in quantity survey and suggested local price).

5.4 Unaitas Head Office Construction Drawing and Procurement Document Service - Work scope as the SOW of the Architect

1. Attend design meetings with the Client.
2. Prepare specifications and preambles for the works.
3. Accommodate services design.
4. Check cost estimates and adjust designs and documents if necessary to remain within budget.
5. Formulate the procurement strategy for contractors or assist the Client where relevant.
6. Prepare documentation for contractor procurement.
7. Review designs, drawings and schedules for compliance with approved budget.
8. Assist in calling for tenders and/or negotiation of prices and/or assist the Client where relevant.
9. Liaise, co-operate & provide necessary information to the Client as required.
10. Assist in the evaluation of tenders.
11. Assist with the preparation of contract documentation for signature.
12. Assess samples and products for compliance and design intent.

13. Deliverables will include:

- Specifications.
- Services co-ordination with the architectural and structural designs.
- Working drawings Concept design (Arch CAD & PDF) and BOQ
- Budget construction cost.
- Tender documentation.
- Tender evaluation report.
- Tender recommendations.
- Priced contract documentation

PART 2: CONDITIONS OF CONTRACT FOR ENGAGEMENT

SECTION F: SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Contract shall be construed in accordance with the law of Kenya
4.1	The language is: English
6.1 and 6.2	<p>The addresses are:</p> <p>Procuring Firm: <u>Unaitas Sacco Society</u> Attention: <u>To be stated in the Contract</u> Facsimile: _____ E-mail: To be stated in the contract</p> <p>Consultant : _____ Attention : _____ Facsimile : _____ E-mail : _____</p>
8.1	<p><i>[If the Consultant consists only of one entity, state “N/A”;</i> OR <i>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i> The Lead Member on behalf of the JV is _____ <i>[insert name of the member]</i></p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Procuring Firm: _____ To be stated in the contract</p> <p>For the Consultant: <i>[name, title]</i> _____</p>
11.1	<p>The effectiveness conditions are the following: To be stated in the contract OR</p> <p><i>List here any conditions of effectiveness of the Contract, e.g., receipt by the Consultant of an advance payment, and by the Procuring Firm of an advance payment guarantee (see Clause SCC45.1(a)), etc.]</i></p>
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be as indicated in the contract</p>
13.1	<p>Commencement of Services:</p> <p>The number of days shall be: To be stated in the contract</p> <p>Confirmation of Key Experts’ availability to start the Assignment shall be submitted to the Procuring Firm in writing as a written statement signed by each Key Expert.</p>
14.1	<p>Expiration of Contract:</p> <p>The time period shall be as indicated in the contract</p>
21.1.3.	The Procuring Firm reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3

23.1 No additional provisions.

[OR

The following limitation of the Consultant's Liability towards the Procuring Firm can be subject to the Contract's negotiations:

"Limitation of the Consultant's Liability towards the Procuring Firm:

(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Procuring Firm's property, shall not be liable to the Procuring Firm:

(i) for any indirect or consequential loss or damage; and

(ii) for any direct loss or damage that exceeds two times the total value of the Contract;

(b) This limitation of liability shall not

(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;

(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law.

[Notes to the Procuring Firm and the Consultant:

Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Procuring Entity prior to accepting any changes to what was included in the issued RFP.

To be acceptable to the Procuring Firm, any limitation of the Consultant's liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Procuring Firm, and (b) the Consultant's ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant's liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and reimbursable expenses. A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable to the Procuring Firm. Also, the Consultant's liability should never be limited for loss or damage caused by the Consultant's gross negligence or willful misconduct.

The Procuring Firm does not accept a provision to the effect that the Procuring Firm shall indemnify and hold harmless the Consultant against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Procuring Firm to the extent permissible by the law applicable in Kenya.]

24.1 The insurance coverage against the risks shall be: **Professional liability insurance, with a minimum coverage of Kshs.**

27.1 The additional rights to the use of the documents are: **To be stated in the contract**

27.2 The Consultant shall not use any reports or documents provided by the bank for purposes unrelated to this Contract without the prior written approval of the Procuring Firm.

(a) through
(f)

32.1(g) Not Applicable

38.1 The Contract price is: _____ [insert amount and currency for each currency as applicable] [indicate: inclusive or exclusive] of local taxes

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
32.1	<p><i>Applies as is.</i></p> <p>Any local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall reimbursed by the Procuring Firm to the Consultant.</p> <p>The amount of such taxes is to be stated in the contract [insert the amount as finalized at the Contract’s negotiations on the basis of the tax amounts provided by the Consultant in Form FIN-2 of the Consultant’s Financial Proposal.</p>
39.1 & 39.2	<p>The Procuring Firm shall reimburse the Consultant, the Sub-consultants and the Experts any taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Procuring Firm’s country.</p>
40.2	<p>The payment schedule:</p> <p><i>[Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A]</i></p> <p>1st payment: <i>[insert the amount of the installment, percentage of the total Contract price, and the currency. If the first payment is an advance payment, it shall be made against the bank guarantee for the same amount as per GCC 41.2.1]. E.g. “Twenty (20) percent of the lump sum contract price shall be paid upon submission and approval of the Inception Report</i></p> <p>2nd payment: Example: Sixty (60) percent of the lump sum Contract Price shall be paid upon submission of an acceptable Draft Report.</p> <p>3rd and Final Payment: Example: Twenty (20) percent of the lump sum Contract Price shall be paid upon submission and approval of the Final Report.</p> <p><i>[Total sum of all installments shall not exceed the Contract price set up in SCC38.1. Every Payment shall be subject to (i) submission to the Procuring Firm of the prerequisite Report and/or payment request documents, and, (ii) approval and acceptance of the said reports and documents by the Procuring Firm]</i></p>
40.2.1	<p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <p>(1) An advance payment of <i>[insert amount]</i> in Kenya Shillings] shall be made within <i>14days</i> after the receipt of an advance bank payment guarantee by the Procuring Firm. The advance payment will be set off by the Procuring Firm in equal portions against [list the payments against which the advance is offset].</p> <p>(2) The advance bank payment guarantee shall be in the amount and in the currency of the currency (ies) of the advance payment.</p> <p>(3) The bank guarantee will be released when the advance payment has been fully set off.</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
40.2.4	<p>The accounts are:</p> <p>for foreign currency: <i>[insert account]</i>.</p> <p>for local currency: <i>[insert account]</i>.</p>
41.1	<p>The interest rate is: <i>To be stated in the contract</i></p>
44.1	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>[name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland]</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>[insert the name of the same professional body as above]</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Procuring Firm and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>[To be stated in the contract]</i>.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>[name the same appointing authority as in said paragraph (b)]</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
	<p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country <i>[If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties]</i> or of the Government's country. For the purposes of this Clause, "home country" means any of:</p>

Number of Amendments of, and Supplements to, Clauses in the General Conditions of Contract GC Clause	
	<p>(a) the country of incorporation of the Consultant <i>[If the Consultant consists of more than one entity, add: or of any of their members or Parties];</i> or</p> <p>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</p> <p>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</p>
	<p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in Kenya;</p> <p>(b) the English language shall be the official language for all purposes; and</p> <p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>

SECTION 9: APPENDICES

Appendix A – Terms of Reference

[Note: This Appendix shall include the final Terms of Reference (TORs) worked out by the Procuring Firm and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Procuring Firm's input, including counterpart personnel assigned by the Procuring Firm to work on the Consultant's team; specific tasks or actions that require prior approval by the Procuring Firm.

Insert the text based on the Section 5 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 of the Consultant's Proposal. Highlight the changes to Section 5 of the RFP]

Appendix B - Key Experts

[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

Appendix C – Breakdown of Contract Price

{Insert the table with the unit rates to arrive at the breakdown of the lump- sum price. The table shall be based on [Form FIN-3andFIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [FormFIN-3andFIN-4] at the negotiations or state that none has been made.}

Appendix D - Form of Advance Payment Guarantee

[Note: See Clause GCC 41.2.1 and SCC 41.2.1]

Bank Guarantee for Advance Payment _____ [Bank's Name and Address of Issuing Branch or Office] Beneficiary: _____ [Name and Address of Procuring Firm]
Date: _____

ADVANCEPAYMENTGUARANTEE No.: _____

We have been informed that _____ [name of Consultant or a name of the Joint Venture, same as appears on the signed Contract] (herein after called" the Consultant") has entered into Contract No. _____ [reference number of the contract] dated _____ with you, for the provision of _____ [brief description of Services] (herein after called" the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of _____ [amount in figures] () [amount in words] is to be made against an advance payment guarantee.

At the request of the Consultant, we _____ [name of bank] here by irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ [amount in figures] () [amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant are in breach of their obligation under the Contract because the Consultant have used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number at _____
_____*[name and address of bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultant has made Full repayment of the amount of the advance payment, or on the day of _____, whichever is earlier.

Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

[Signature]

Note: *All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.*

SECTION 10. NOTIFICATION FORMS

1. NOTIFICATION OF INTENTION TO AWARD

Procuring Firm: _____ *[insert the name of the Entity]*
 Contract title: _____ *[insert the name of the contract]*
 RFP No: _____ *[insert RF Preference number]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- Request a debriefing in relation to the evaluation of your Proposal, and/or
- Submit a Procurement-related Complaint in relation to the decision to award the contract. The successful Consultant

Name:	<i>[insert name of successful Consultant]</i>
Address:	<i>[insert address of the successful Consultant]</i>
Contract price:	<i>[insert contract price of the successful Consultant]</i>

i) Short listed Consultants

[INSTRUCTIONS: insert names of all short-listed Consultants and indicate which Consultants submitted Proposals. Where the selection method requires it, state the price offered by each Consultant as readout, and as evaluated. Include over all technical scores and scores assigned for each criterion and sub-criterion.]

	Submitted Proposal	Overall technical score	Financial Proposal Price	Evaluated Financial Proposal Price (If applicable)	Combined Score and ranking (if applicable)
<i>[insert name]</i>	<i>[yes/no]</i>	Criterion (i): <i>[insert score]</i> Criterion (ii): <i>[insert score]</i> Criterion (iii): <i>[insert score]</i> Sub-criterion a: 1: <i>[insert score]</i> 2: <i>[insert score]</i> 3: <i>[insert score]</i> Sub-criterion b: 1: <i>[insert score]</i> 2: <i>[insert score]</i> 3: <i>[insert score]</i> Sub-criterion c:c tc. _____ Criterion (iv): <i>[insert score]</i> Criterion (v): <i>[insert score]</i> Total score: <i>[insert score]</i>	<i>[Proposal price]</i>	<i>[evaluated price]</i>	<u>Combined Score:</u> <i>[combined score]</i> <u>Ranking:</u> <i>[ranking]</i>
<i>[insert name]</i>	<i>[yes/no]</i>	Criterion (i): <i>[insert score]</i> Criterion (ii): <i>[insert score]</i> Criterion (iii): <i>[insert score]</i> Sub-criterion a: 1: <i>[insert score]</i> 2: <i>[insert score]</i> 3: <i>[insert score]</i> Sub-criterion b: 1: <i>[insert score]</i>	<i>[Proposal price]</i>	<i>[evaluated price]</i>	<u>Combined Score:</u> <i>[combined score]</i> <u>Ranking:</u> <i>[ranking]</i>

		2: [insert score] 3: [insert score] Sub-criterion c:etc. Criterion (iv): [insert score] Criterion (v): [insert score] Total score: [insert score]			
[insert name]	[yes/no]	Criterion (i): [insert score] Criterion (ii): [insert score] Criterion (iii): [insert score] Sub-criterion a: 1: [insert score] 2: [insert score] 3: [insert score] Sub-criterion b: 1: [insert score] 2: [insert score] 3: [insert score] Sub-criterion c:et c. Criterion (iv): [insert score] Criterion (v): [insert score] Total score: [insert score]	[Proposal price]	[evaluated price]	<u>Combined Score:</u> [combined score] <u>Ranking:</u> [ranking]
[insert name]

- (ii) **Reason/s why your Proposal was unsuccessful** [Delete if the combined score already reveals the reason].

[INSTRUCTIONS; State the reason/s why this Consultant's Proposal was unsuccessful. Do NOT include: (a) a point by point comparison with another Consultant's Proposal or (b) information that is marked confidential by the Consultant in its Proposal.]

- iii) **How to request a debriefing** [This applies only if your proposal was unsuccessful as stated under point (3) above].

DEADLINE: The deadline to request a debriefing expires at midnight on [insert date] (local time). You may request a debriefing in relation to the results of the evaluation of your Proposal. If you decide to request a debriefing your written request must be made within five (5) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Consultant, contact details; and address the request for debriefing as follows:

Attention: [insert full name of person, if applicable]

Title/position: [insert title/position]

Agency: [insert name of Procuring Firm]

Email address: [insert email address]

Fax number: [insert fax number] delete if not used

If your request for a debriefing is received within the 5 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fourteen (14) Business Days from the date of publication of the Contract Award Notice.

(iv) How to Make a Complaint

DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, *[insert date]* (local time).

Provide the contract name, reference number, name of the Consultant, contact details; and address the Procurement-related Complaint as follows:

Attention: *[insert full name of person, if applicable]*

Title/position: *[insert title/position]*

Agency: *[insert name of Procuring Firm]*

Email address: *[insert email address]*

Fax number: *[insert fax number] delete if not used*

[At this point in the procurement process] [Upon receipt of this notification] you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends. In summary, there are four essential requirements:

You must be an ‘interested party’. In this case, that means a Consultant who has submitted a Proposal in this selection process and is the recipient of a Notification of Intention to Award. The complaint can only challenge the decision to award the contract.

You must submit the complaint within the deadline stated above.

You must include, in your complaint, all of the information required by the Procuring Firm. **(v)**

Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on *[insert date]* (local time).

The Standstill Period lasts ---- (specify the number of business days as per Data Sheet 30.1) Business Days as specified in the Data Sheet after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens, we will notify you of the extension.

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of *[insert the name of the Procuring Firm]*: _____

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

2. REQUEST FOR REVIEW

FORM FOR REVIEW (r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

..... APPLICANT

AND

.....RESPONDENT (Procuring Firm)

Request for review of the decision of the..... (Name of the Procuring Firm ofdated the...day of20.....in the matter of Tender No.....of20.... for(Tender description).

REQUEST FOR REVIEW

I/We....., the above-named Applicant(s), of address: Physical address.....
P. O.

Box 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.

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

1.

2.

SIGNED (Applicant) Dated on..... day of/...20.....

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on.....day of20.....

SIGNED

Board Secretary

3. LETTER OF AWARD

[use letterhead paper of the Procuring Firm] [date]_____To: _____ [name and address of the winning Consultant] Subject: Notification of Award Contract No.

This is to notify you that your Proposal dated _____ *[insert date]* for consulting services for *[name of the assignment]* as negotiated with you on _____ for the contract amount of _____ *[Insert amount in numbers and words and name of currency]* is here by accepted by our agency.

You are requested to: (i) sign and return the draft negotiated Contract attached here with within eight (8) Business Days from the date of receipt of this notification; and (ii) furnish the additional information on beneficial ownership in accordance with the Data Sheet of ITC 32.1 within eight (8) days using the Beneficial Ownership Disclosure Form, included in Section 7 of the Request of Proposals.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Draft Negotiated Contract

4. BENEFICIAL OWNERSHIP DISCLOSURE FORM

INSTRUCTIONS TO CONSULTANTS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful Consultant. In case of joint venture, the Consultant must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Consultant is any natural person who ultimately owns or controls the Consultant by meeting one or more of the following conditions:

- Directly or indirectly holding 25% or more of the shares.*
- Directly or in directly holding 25% or more of the voting rights.*
- Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant.*

Request for Proposal Reference No.: _____[insert identification no]

Name of the Assignment: _____[insert name of the assignment]

to: _____[insert complete name of Procuring Firm]

In response to your notification of award dated furnish _____[insert date of notification of award] to additional information on beneficial ownership: the _____[select one option as applicable and delete options that are not applicable]

I) We here by provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Consultant (Yes / No)
<i>[include full name (last, middle, first), nationality, country of residence]</i>			

OR

- ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions: directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights. Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant.*

OR

- iii) *We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Consultant shall provide explanation on why it is unable to identify any Beneficial Owner]*

Directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights.

Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant] ”

Name of the Consultant:[insert complete name of the Consultant]_____*

*Name of the person duly authorized to sign the Proposal on behalf of the Consultant: ** [insert complete name of person duly authorized to sign the Proposal]*

Title of the person signing the Proposal: [insert complete title of the person signing the Proposal]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] day of..... [Insert month], [insert year]

**In the case of the Proposal submitted by a Joint Venture specify the name of the Joint Venture as Consultant. In the event that the Consultant is a Joint venture, each reference to “Consultant” in the Beneficial Ownership Disclosure Form (including this Introduction there to) shall be read to refer to the joint venture member.*

***Person signing the Proposal shall have the power of attorney given by the Consultant. The power of attorney shall be attached with the Proposal Schedule*

