ST. PAUL'S UNIVERSITY

PROVISION OF CONSULTANCY SERVICES FOR STRUCTURAL ENGINEERING DESIGN, WATER INFRASTRUCTURE, ROOF REHABILITATION AND BUILDING RESTORATION

TENDER NO. SPU/RFP/S/001/SES/2026-2027

Website: www.spu.ac.ke Email: procurement@spu.ac.ke

CRUCIAL DATES:

Closing & Opening Date: Monday 14th September 2026, 10:00am
Site Visit Date: Wednesday 9th September 2026, 11:00 am (Mandatory)
Enquiry Deadline: Friday 11th September 2026

Bidders are encouraged to
Carefully read through the document before making the bid.

SECTION 1 (A) - REQUEST FOR PROPOSAL (RFP)

Date: Monday 14th September 2026, 10:00am

Reference No.: **SPU/RFP/S/001/SES/2026-2027**

Name of Assignment: **PROVISION OF CONSULTANCY SERVICES FOR STRUCTURAL ENGINEERING DESIGN, WATER INFRASTRUCTURE, ROOF REHABILITATION AND BUILDING RESTORATION.**

TO: All interested consultancy firms

Dear Messrs.

1. **St. Paul's University** has set aside funds in its budget toward the cost of the subject consulting services.

2. The University now invites proposals to provide the following consulting services (here in after called "the services"): PROVISION OF CONSULTANCY SERVICES FOR STRUCTURAL ENGINEERING DESIGN, WATER INFRASTRUCTURE, ROOF REHABILITATION AND BUILDING RESTORATION.

3. This Request for Proposals (RFP) is open to all eligible and qualified Consulting Firms:

4. If a consultant is a Joint Venture (JV), the full name of the JV shall be used and all members, starting with the name of the lead member. Where sub-consultants have been proposed, they shall be named. The maximum number of JV members shall be specified in the DS.

5. It is not permissible to transfer this RFP to any other firm.

6. A firm will be selected under **Quality Based Selection method** [**QBS**] method and in a format as described in this RFP.

7. The: Section 1: Letter of Request for Proposals
   Section2: Instructions to Consultants and Data Sheet
   Section 3: Technical Proposal Standard Forms
   Section 4: Financial Proposal Standard Forms
   Section 5: Terms of Reference
   Section 6: Standard Forms of Contract (Lump-Sum)

8. Tender documents may be viewed and downloaded for free from the website **www.spu.ac.ke**. Tenderers who download the tender document must forward their particulars immediately to **procurement@spu.ac.ke** for registration purposes and also for communication of any addendum.

9. Details on the proposal's submission date, time and address are provided in the ITC 17.7and ITC 17.9 of the Data Sheet.

Yours sincerely,
Head of Procurement
FOR: Vice Chancellor
St. Paul's University

SECTION 2. INSTRUCTIONS TO CONSULTANTS AND DATA SHEET

Section 2(a). Instructions to Consultants (ITC)

A. GENERALPROVISIONS

1. Meanings/Definitions

a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.

b) "Applicable Law" means the laws and any other instruments having the force of law in Kenya.

c) "University" means the entity that is carrying out the consultant selection process and signs the Contract for the Services with the selected Consultant.

d) "Consultant" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the University under the Contract.

e) "Contract" means a legally binding written agreement signed between the University and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).

f) "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section2thatisusedtoreflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITC.

g) "Day" means a calendar day unless otherwise specified as "Business Day". A Business Day is any day that is an official working day in Kenya and excludes official public holidays.

h) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).

i)

j) "In writing "means communicated in written form such as by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the University with proof of receipt.

k) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the University for the performance of the Contract.

l) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is considered in the technical evaluation of the Consultant's proposal.

m) "ITC" (this Section2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.

n) "Letter of RFP" means the letter of invitation being sent by the University to the Consultants.

o) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who Is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.

p) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.

q)

r) "RFP" means the Request for Proposals to be prepared by the University for the selection of Consultants.

s) "Services" means the work to be performed by the Consultant pursuant to the Contract.

t) "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the University during the whole performance of the Contract.

v) "Terms of Reference (TORs)" means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the University and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

2.1 The University named in the Data Sheet intends to select a Consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the Data Sheet.

2.2 The Consultant are invited to submit a Technical Proposal and a Financial Proposal, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants' expense.

2.4 The University will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.

3. Conflict of Interest

3.1 The Consultant is required to provide professional, objective, and impartial advice, always holding the University's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.

3.2 The Consultant has an obligation to disclose to the University any situation of actual or potential conflict that impacts its capacity to serve the best interest of the University. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.

3.3 Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Consultant shall not be hired under the circumstances set forth below:

i) Conflicting Activities
Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the University to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

ii) Conflicting Assignments
Conflict among consulting assignments: A Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may conflict with another assignment of the Consultant for the same or for another University.

(iii) *Conflicting Relationships*
Relationship with the University's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or personal relationship with senior management or professional staff of the University who has the ability to influence the bidding process and: (i) are directly or indirectly involved in the preparation of the Terms of Reference for the assignment,(ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from such relationship has been resolved in a manner that determines there is no conflict to affect this selection process.

iv) *Others*
Any other types of conflicting relationships as indicated in the Data Sheet.

4. Unfair Competitive Advantage

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the University shall indicate in the Data Sheet and make available to all Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

5. Corrupt and Fraudulent Practices

5.1 Consultant firms or any of its members shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. Consultant firms or any of its members that are proven to have been involved in any of these practices shall be automatically disqualified and would not be awarded a contract.

5.2 Collusive practices

5.2 The University requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any Consultant found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Consultants shall be required to complete and sign the "Certificate of Independent Proposal Determination" annexed to the Proposal Form.

5.3 The Consultant shall maintain accurate records relating to the proposal and performance of the Contract and shall, upon reasonable written notice, make relevant records available to the University, its internal or external auditors, or any competent authority lawfully entitled to inspect such records.

6. Eligibility

6.1 In selection of consultants, short-listing shall be composed of firms or individuals who belong to the same line of professional business and who are almost of the same capability.

6.2 Unless otherwise specified in the Data Sheet, the University permits Consultants including proposed experts, joint ventures and individual members from all countries and categories to offer consulting services. The maximum number of members so far JV shall be specified in the TDS.

6.3 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for submission of proposals, but it shall be a condition of contract award and signature. AJV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke

6.4 No Consultant shall be eligible where the Consultant, its directors, proposed experts, subcontractors or affiliates has an undisclosed actual, potential or perceived conflict of interest with a member of the University's Board, management, procurement function, evaluation team or other person involved in this RFP.

6.5 It is the Consultant's responsibility to ensure that it's Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements.

6.6 As an exception to the foregoing ITC 6.1 and 6.2 above:

a) A Consultant that is subject to a lawful prohibition, suspension, debarment or other restriction imposed by a competent Kenyan authority relevant to the provision of the Services shall disclose the same and may be excluded from the process at the University's discretion, subject to applicable law.

b) Prohibitions-Firms and individuals of a country or goods in a country maybe ineligible if:

   i) As a matter of law or official regulations, Kenya prohibits commercial relations with that country; or

   ii) By an act of compliance with a decision of the United Nations Security Council taken under Chapter

VII of the Charter of the United Nations, Kenya prohibits any import of goods or services from that country or any payments to any country, person, or entity in that country.

c) competent authority-owned entities and public institutions may participate where legally permitted and where they can demonstrate legal and financial capability to perform the Services and have no conflict of interest with the University.
   i) Are legally and financially autonomous,
   ii) Operate under commercial law, and
   iii) That they are not dependent agencies of the University.

d) Current University employees, Board members and persons directly involved in this procurement process shall not participate as consultants, experts or subcontractors were doing so would create an actual, potential or perceived conflict of interest.

6.7 Margin of Preference and Reservations-no margin of preference shall be allowed in the selection of consultants. Reservations may however be allowed to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be), and who are appropriately registered as such by the authority to be specified in the Data Sheets. A University shall ensure that the invitation to submit proposals specifically includes only businesses or firms belonging to one group.

B. Preparation of Proposals

7. General Considerations

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providingtheinformationrequestedintheRFPmayresultinrejectionoftheProposal.

8. Cost of Preparation of Proposal

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the University shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The University is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without there by incurring any liability to the Consultant.

9. Language

9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the University shall be written in the English language.

10. Documents Comprising the Proposal

10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.

10.2 The Consultant shall declare in the Financial Proposal Submission Form, that in competing for and executing a contract, it shall undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against anti-competitive practices including bid rigging.

10.3 The Consultant shall furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal Submission Form.

11. Only One Proposal

11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits s or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet.

11.2 Members of a joint venture may not also make an individual Proposal, be a subcontractor in a separate proposal or be part of another joint venture for the purposes of the same Contract.

11.3 Should a Joint Venture subsequently win the Contract, it shall consider whether an application for exemption from the Competition Authority of Kenya is merited pursuant to Section 25 of the Competition Act 2010.

12. Proposal Validity

a. Proposal Validity Period

12.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation and may be subject to sanctions in accordance with IT C5.

b. Extension of Validity Period

12.4 The University will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the University may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except asprovidedinITC12.7.

12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

b. Substitution of Key Experts at Validity Extension

12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the University together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluations core, however, will remain to be based on the evaluation of the CV of the original Key Expert.

12.8 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the University, such Proposal will be rejected.

c. Sub-Contracting

12.9 The Consultant shall not subcontract the whole or part of the Services without reasonable justification and written approval of the University.

13. Clarification and Amendment of RFP

13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the University's address indicated in the Data Sheet. The University will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all Consultants. Should the University deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

13.2 At any time before the proposal submission deadline, the University may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all invited Consultants and will be binding on them. The Consultants shall acknowledge receipt fall amendments in writing.

13.3 If the amendment is substantial, the University may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment in to account in their Proposals.

13.4 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals–Specific Considerations

14.1 While preparing the Proposal, the Consultant must give particular attention to the following:

(a) If a consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do solon gas only one Proposal is submitted, in accordance with ITC 11. Above. A Consultant cannot associate with shortlisted Consultant(s). When associating with non-shortlisted/non-invited firms in the form of a joint venture or a sub-consultancy, the shortlisted/invited Consultant shall be a lead member. If shortlisted/invited Consultant associates with each other, any of them can be a lead member.

(b) The University may indicate in the Data Sheet the estimated amount or Key Experts' time input (expressed in person-month), or the University's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same. This clause shall not apply when using Fixed Budget selection method.

(c) For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input shall not be disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.

d) Key Experts shall not appear in more than one proposal unless so allowed in the Data Sheet. Invited firms must confirm and ensure their key experts do not appear in proposal of other invited firms, otherwise proposals with Key experts appearing in other proposals will be rejected.

15. Technical Proposal Format and Content

15.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the Data Sheet under ITC 10.1. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

15.2 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

16. Financial Proposal

16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the Data Sheet. Irrespective of the consultant selection method, any Consultant that does not submit itemized and priced financial proposal, or merely refers the University to other legal instruments for the applicable minimum remuneration fees shall be considered non-responsive.

a. Price Adjustment

16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates apply if so, stated in the Data Sheet.

b. Taxes

16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in Kenya is provided in the Data Sheet.

c. Currency of Proposal

16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in Kenya Shillings.

d. Currency of Payment

16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. SUBMISSION, OPENINGANDEVALUATION

17. Submission, Sealing, and Marking of Proposals

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as "CONFIDENTIAL" information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the Data Sheet, the Consultant has the option of submitting its Proposals electronically.

17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.3 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

17.4 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

17.5 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

18. Sealing and Marking of Proposals

18.1 The firm shall deliver the Proposals in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the assignment, addressed to the University and a warning "DO NOT OPEN BEFORE…..... (The time and date for proposal opening date". Within the single envelope, package or container, the Firm shall place the following separate, sealed envelopes:

18.2 In the single sealed envelope, or in a single sealed package, or in a single sealed container the following documents shall been closed and shall be addressed as follows:

i) in an envelope or package or container marked "ORIGINAL", all documents comprising the Technical Proposal, as described in ITC11;
ii) in an envelope or package or container marked "COPIES", all required copies of the Technical Proposal;
iii) in an envelope or package or container marked "ORIGINAL", all required copies of the Financial Proposal; and

18.3 The inner envelopes or packages or containers shall:

i) Bear the name and address of the University.
ii) Bear the name and address of the Firm; and
iii) Bear the name and Reference number of the Assignment.

18.4 If an envelope or package or container is not sealed and marked as required, the University will assume no responsibility for the misplacement or premature opening of the proposal. Proposals that are misplaced or opened prematurely will not be accepted.

18.5 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the University no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the University after the deadline shall be declared late and rejected, and promptly returned unopened.

19. Confidentiality/Canvassing

19.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the University on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the communication of the award decision.

19.2 Any attempt by consultants or any one on behalf of the Consultant to influence improperly the University in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal and may be subject to the application of prevailing the University's procurement procedures and applicable Kenyan law.

19.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a consultant wishes to contact the University on any matter related to the selection process, it should do so only in writing.

20. Opening of Technical Proposals

20.1 The University's opening committee shall conduct the opening of the Technical Proposals in the presence of the Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored by the University or with a reputable public auditor or independent authority until they are opened in accordance with ITC 22.

20.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.

21. Proposals Evaluation

21.1 Subject to provision of ITC 15.1, the valuators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and after the University notifies all the Consultants in accordance with ITC 22.1.

21.2 The Consultant is not permitted to alter or modify its Proposal in anyway after the proposal submission deadline except as permitted under ITC12.7. While evaluating the Proposals, the Evaluation Committee will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

22. Evaluation of Technical Proposals

22.1 The University's evaluation committee shall evaluate the Technical Proposals that have passed the eligibility and mandatory criteria, on the basis of their responsiveness to the Terms of Reference and the RFP. The eligibility and mandatory criteria shall include the following and any other that may include in the Data sheet.

a) Firm has submitted the required number of copies of the Technical Proposals.
b) Firm has submitted a sealed financial proposal.
c) The Proposal is valid for the required number of days.
d) The Technical Proposal is signed by the person with power of attorney, without material deviation, reservation, or omission.
e) The Technical Proposal is complete with all the forms and required documentary evidence submitted.
f) A valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 3.14 for Kenyan firms.
g) Key Experts are from eligible countries.
h) Key Experts do not appear in more than one proposal, if so required.
i) A short-listed firm has not participated in more than one proposal, if so required.
j) The Consultant is not insolvent, in receivership, bankrupt or in the process of being wound up.
k) The Consultant, its sub-consultants and experts have not engaged in or been convicted of corrupt or fraudulent practices.
l) The Consultant is neither precluded from entering into a Contract nor prohibited by the University or any competent regulatory authority.
m) The firm has not proposed employing persons whose participation would create a conflict of interest with the University.
n) The Consultant, its sub-consultants and experts have no conflicts of interest.

22.2 Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.

23. Public Opening of Financial Proposals

23.1 Unsuccessful Proposals

After the technical evaluation is completed, the University shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following: (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;(ii)provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion; (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and (iv) notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.

23.2 Financial Proposals for QBS, CQS and SSS

Following the ranking of the Technical Proposals, when the selection is based on QBS or CQS, the top-ranked Consultant is invited to negotiate the Contract. Only the Financial Proposal of the technically top-ranked Consultant is opened by the opening committee. All other Financial Proposals shall be returned unopened after the Contract negotiations are successfully concluded and the Contract is signed with the successful Consultant.

When the selection is based on the SSS method and if the invited Consultant meets the minimum technical score required passing, the financial proposal shall be opened and the Consultant invited to negotiate the contract.

23.3 Financial Proposals for QCBS, FBS, LCS

Following the ranking of the Technical Proposals, and after internal approvals, the University shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following: (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score; (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;(iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and (iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

23.4 Opening of Financial Proposals

The opening date should allow the Consultants sufficient time to decide for attending the opening and shall be no less than five (5) Business Days from the date of notification of the result s of the technical evaluation, described in ITC 22.1 and 22.2.

The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Consultant's choice.

The Financial Proposals shall be opened publicly by the University's opening committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the University as indicated in the Data Sheet. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals.

24. Correction of Errors

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

24.2 Time-Based Contracts-If a Time-Based contract form is included in the RFP, in case of discrepancy between (i) a partial amount(sub-total) and the total amount, or (ii)between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between figures and words, the later will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the University's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal

cost.

24.3 Lump-Sum Contracts - If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical correction nor price adjustments shall be made. The total price, net of taxes understood as per ITC 24 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

25. Taxes

25.1 Subject to ITC 24.2, all taxes are deemed to be included in the Consultant's financial proposal as separate items, and, therefore, considered in the evaluation.

25.2 All local identifiable taxes levied on the contract in voices (such as sales tax, VAT, excise tax, or any similar taxes or levies) and in come and withholding tax payable to Kenya on the remuneration of non-resident Experts for the services rendered in Kenya are dealt with in accordance with the instructions in the Data Sheet.

26. Conversion to Single Currency

26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.

27. Abnormally Low Prices

27.1 An Abnormally Low Price is one where the financial price, in combination with other constituent elements of the proposal, appears unreasonably low to the extent that the price raises material concerns with the University as to the capability of the Consulting firm to perform the Contract for the offered price.

27.2 In the event of identification of a potentially Abnormally Low Price by the evaluation committee, the University shall seek written clarification from the firm, including a detailed price analyses of its price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risk sand responsibilities and any other requirements of the RFP document.

27.3 After evaluation of the price analyses, if the University determines that the firm has failed to demonstrate its capability to perform the contract for the offered price, the University shall reject the firm's proposal.

28. Abnormally High Prices

28.1 An abnormally high price is one where the proposal price, in combination with other constituent elements of the proposal, appears unreasonably too high to the extent that the University is concerned that it (the University) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Consultants is compromised.

28.2 In case of an abnormally high tender price, the University shall make a survey of the market prices, check if the estimated cost of the contract is correct, and review the RFP to check if the specifications, TOR, scope of work and conditions of contract are contributory to the abnormally high proposals. The University may also seek written clarification from the Consultants on the reason or the high proposal price. The University shall proceed as follows:

i) If the proposal price is abnormally high based on wrong estimated cost of the contract, the University may accept or not accept the proposal depending on the University's budget considerations.

ii) If specifications, TOR, scope of work and/or conditions of contract are contributory to the abnormally high proposal prices, the University shall reject all proposals and may re-invite for proposals for the contract based on revised estimates, specifications, TOR, scope of work and conditions of contract.

28.3 If the University determines that the Proposal Price is abnormally too high because genuine competition between consultants is compromised (often due to collusion, corruption or other manipulations), the University shall reject all Proposals and shall institute or cause competent authority Agencies to institute an investigation on the cause of the compromise, before re-inviting for proposals.

29. Combined Quality and Cost Evaluation

a. Quality and Cost Based Selection (QCBS) Method

29.1 In the case of Quality and Cost Based Selection (QCBS), the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant

that achieves the highest combined technical and financial score will be notified and invited for negotiations.

b. Fixed Budget Selection (FBS) Method

29.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the Data Sheet shall be rejected. The University's evaluation committee will select the Consultant with the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, notify and invite such Consultant to negotiate the Contract.

c. Least Cost Selection (LCS) Method

29.3 In the case of Least-Cost Selection (LCS), the University's evaluation committee will select the Consultant whose Proposal is the lowest evaluated total price among those Proposals that achieve the minimum technical score required to pass, notify the Consultant and invite the Consultant to negotiate the Contract.

d. Combined Technical and Evaluation Report

29.4 The evaluation committee shall prepare a combined technical and financial evaluation report, with specific recommendations for award or otherwise and subject to the required approvals within the University prior to notifications and invitation of consultant for negotiations.

30. Notification of Intention to enter into a Contract/Notification of Award

30.1 The University shall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The Notification of Intention to enter into a Contract / Notification of Award shall contain, at a minimum, the following information:

i) The name and address of the Consultant with whom the University successfully negotiated a contract;
ii) the contract price of the successful Proposal;
iii) a statement of the reasons why the recipient's Proposal was unsuccessful
iv) the expiry date of the post-evaluation review period, and
v) instructions on how to request a debriefing and/or submit a complaint during the post-evaluation review period;

31. Post-evaluation review period

31.1 The post-evaluation review period shall be the number of days stated in the Data Sheet. The post-evaluation review period commences the day after the date the University has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. The Contract shall not be signed earlier than the expiry of the post-evaluation review period. This period shall be allowed for aggrieved Consultants to lodge an appeal. The procedure for appeal and the authority to determine the appeal or complaint is as indicated in the Data Sheet.

D. NEGOTIATIONS AND AWARD

32. Negotiations

32.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

32.2 The evaluation committee shall prepare minutes of negotiations that are signed by the University's authorized representative and the Consultant's authorized representative.

32.3 Availability of Key Experts

The invited Consultant shall confirm theavailabilityofallKeyExpertsincludedintheProposalasapre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the University proceeding to negotiate the Contract with the next-ranked Consultant.

32.4 Notwithstanding the above, the substitution Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical in capacity. In such case, the Consultant shall offer a substitute Key Expert within

the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

32.5 Technical negotiations

The technical negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the University's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

32.6 Financial negotiations

The financial negotiations include the clarification of the Consultant's tax liability in Kenya and how it should be reflected in the Contract. All applicable taxes shall be itemized separately and included in the contract price.

32.7 If the selection method included cost as a factor in the evaluation (that is QCBS, FBS, LCS), the unit rates and the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

32.8 Where QBS or CQS methods was used for a Lump-sum Contract as indicated in the RFP, the unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates aremuchhigherthanthetypicallychargedratesbyconsultantsinsimilarcontractsortheprofessionalpractice. In such case, the University may ask for clarifications and, if the fees are very high, ask to change the rates. The format for (i) providing information on remuneration rates in the case of QB Sand CQS; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates. If after the clarifications, the price is still considered too high, the University may terminate the negotiation and invite the next ranked Consultant to open its financial proposal and negotiate the contract.

32.9 In the case of a Time- Based contract, negotiation of unit rates shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the University may ask for clarifications and, if the fees are very high, ask to change the rates. The format for (i) providing information on remuneration rates in the case of QBS and CQS; and (ii) clarifying remuneration rates 'structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations-Breakdown of Remuneration Rates. If after the clarifications, the price is still considered too high, the University may terminate the negotiation and invite the next ranked Consultant for negotiations.

32.10 Where SSS method was used as indicated in the RFP, both the unit rates and total price shall be negotiated. If the negotiations fail, the University shall terminate the Consultant selection process. In that event, the University shall review the consultancy requirements and market conditions prior to deciding to use an appropriate selection method to again procure the consulting services.

33. Conclusion of Negotiations

33.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the University's authorized representative and the Consultant's authorized representative and minutes prepared to record the outcome of the negotiations.

33.2 If the negotiations fail, the University shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the University shall terminate the negotiations informing the Consultant of the reasons for doing so. The University will invite the next-ranked Consultant to negotiate a Contract. Once the University commences negotiations with the next-ranked Consultant, the University shall not reopen the earlier negotiations.

34. Letter of Award

34.1 Upon expiry of the post-evaluation review period, specified in ITC 28.1, after satisfactorily addressing any appeal that has been filed within the post-evaluation review period, and upon successful negotiations, the University shall send a Letter of Award to the successful Consultant. The letter shall confirm the University's award of Contract to the successful Consultant and requesting the Consultant to sign and return the draft negotiated Contract within Twenty-One (21) Days from the date of the Letter of Award.

35. Signing of Contract

35.1 The Contract shall be signed prior to the expiration of the Proposal Validity Period and promptly after expiry

of the post-evaluation review period, specified in ITC 28.1 and upon satisfactorily addressing any complaint that has been filed within the post-evaluation review period.

35.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

36. Publication of Procurement Contract

36.1 Within the period specified in the Data Sheet, the University shall publish the awarded Contract which shall contain, at a minimum, the following information: (a) name and address of the University; (b) name and reference number of the contract being awarded, (c) the selection method used; (d) names of the consultants that submitted proposals; (e) names of all Consultants whose Proposals were rejected or were not evaluated; (f) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope.

36.2 Consider carefully the information on consultants to be published, particularly evaluation by the University, to avoid disclosing information which can facilitate bid-rigging formation going forward. Suggest amendment as follows:

36.3 The awarded Contract shall be published on the University's website with free access if available and on the University website or other communication channel selected by the University, where applicable.

37. Procurement Related Complaint and Administrative Review

37.1 The procedures for making Procurement-related Complaints shall be specified in the **TDS.**

37.2 A request for administrative review shall be made in the form provided under contract forms.

SECTION 2 (B). DATA SHEET

A. Proposal Preparation

Ref.	ITC Clause	Requirement
10.1	Proposal Components	i. Power of Attorney to sign the Proposal ii. TECH-1: Technical Proposal Submission Form iii. TECH-2: Consultant's Organization and Experience iv. TECH-3: Comments and Suggestions v. TECH-4: Description of Approach, Methodology and Workplace vi. TECH-5: Work Schedule and Planning for Deliverables vii. TECH-6: Team Composition, Assignment, and Key Experts' Input viii. TECH-7: Mandatory Documentary Evidence
11.1	Sub-consultants/Key Experts in Multiple Proposals	**Permissible: YES**
12.1	Proposal Validity Period	**180 days** after submission deadline
13.1	Clarification Request Deadline	**10 days** prior to submission deadline
13.1	Clarification Contact	procurement@spu.ac.ke
14(d)	Key Experts in Multiple Proposals	**Not permissible: YES**
16.1(b)	Fee Basis	Kenyan professional fee guidelines, regulations and prevailing market practice
16.2	Price Adjustment	**No**
16.3	Tax Obligations	www.kra.go.ke
16.4	Financial Proposal Basis	Kenyan professional fee guidelines, regulations and prevailing market practice

B. Submission

Ref.	ITC Clause	Requirement
17.1	Electronic Submission	**Not permitted**
17.5(a)	Technical Proposal Copies	1 original + 1 copy (**2 copies total**)
17.5(b)	Financial Proposal Copies	1 original + 1 copy (**2 copies total**)
18.5	Submission Deadline	**Monday 14th September 2026, 10:00am**
18.5	Submission Address	Vice Chancellor, St. Paul's University, Main Campus, Limuru Road

C. Opening

Ref.	ITC Clause	Requirement
20.1	Technical Opening - Online	**No**
20.1	Technical Opening - Venue	SPU Main Campus, Limuru Road
20.1	Technical Opening - Date/Time	Monday 14th September 2026, 10:00am
20.2	Information Read Aloud	• Name of Consultancy Firm • Number of Copies Submitted
23.4	Financial Opening - Online	**No**

D. Mandatory Requirements

ALL items evaluated on YES/NO basis. Failure of any item = DISQUALIFICATION.

A. Statutory Requirements

#	Requirement
1	Certificate of Incorporation/Registration
2	Valid Tax Compliance Certificate (KRA)
3	CR12 (issued within last 12 months) or equivalent company ownership documentation
4	Valid Business Permit/Trade License
5	Completed Consultant Company and Conflict of Interest Declaration
6	Duly filled, signed and stamped Form of Tender
7	Proposal Security: **KES 100,000.00**
8	Declaration that firm is not prohibited by University or regulatory authority
9	Self-declaration on anti-corruption, fraud and collusive practices

B. Professional Registration Requirements

#	Requirement
1	Valid registration of firm with relevant professional bodies
2	Lead Structural Engineer registered with EBK
3	Valid Annual Practicing License from EBK
4	Membership of IEK
5	Quantity Surveyor registered with BORAQS
6	Valid practicing license for Quantity Surveyor
7	Architect registered with BORAQS (where restoration works require)
8	Water Engineer/Environmental Engineer registered with EBK
9	NCA registration (where construction supervision included)
10	All proposed professionals hold valid annual practicing licenses

NOTE: Joint Ventures or Subcontracted firms must meet ALL requirements in totality.

E. Taxes & Currency

Ref.	ITC Clause	Requirement
25.2	Local Identifiable Taxes	(a) Sales tax, excise tax, VAT on contract invoices (b) Additional local indirect tax on experts' remuneration
25.2	Tax Negotiation	Discussed at negotiations; included as separate line item; indicates which taxes paid by Consultant vs withheld/paid by University
26.1	Single Currency	Kenya Shillings (or other fully convertible foreign currency)
26.1	Exchange Rate Source	To be indicated
26.1	Exchange Rate Date	Submission deadline OR 5 business days prior

F. Evaluation & Selection

Ref.	ITC Clause	Requirement
29.1	Selection Method	**Quality Based Selection (QBS)** applies
29.1	Financial Proposal Opening	Only for technically highest-ranked Consultant meeting minimum technical score
31	Post-evaluation Review Period	**5 business days**

Evaluation Overview

Stage	Requirement
Preliminary	Pass ALL Mandatory Requirements
Technical	Minimum qualifying score: **≥75%**
Financial	Evaluated only for technically qualified bidders
Selection	Highest technical score invited to negotiate

G. Negotiations & Award

Ref.	ITC Clause	Requirement
32.1	Contract Negotiations Date	To be communicated to winning bidder
35.2	Commencement of Services	**Immediately after signing of contract**
36.1	Award Publication	In accordance with University's internal approval and procurement procedures
37.1	Contact	Head of Procurement / Vice Chancellor, St. Paul's University
37.1	Email	procurement@spu.ac.ke
—	Complaints May Challenge	(i) Terms of Tender Documents (ii) University's decision to award contract

H. Quick Reference Summary

Item	Detail
Tender Reference	SPU/RFP/S/001/SES/2026-2027
Assignment	Structural Engineering Design, Water Infrastructure, Roof Rehabilitation and Building Restoration
Submission Deadline	Monday 14th September 2026, 10:00am
Proposal Validity	180 days
Proposal Security	KES 100,000.00
Selection Method	Quality Based Selection (QBS)
Minimum Technical Score	75%
Post-evaluation Review	5 business days
Electronic Submission	Not permitted
Copies Required	1 original + 1 copy (Technical & Financial)
Clarification Contact	procurement@spu.ac.ke

APPENDIX B – EVALUATION CRITERIA

PRELIMINARY EVALUATION/MANDATORY EVALUATION

The criteria of evaluation and the points to be awarded on each criterion will be as follows:

A.	MANDATORY REQUIREMENTS	POINTS
	Statutory Requirements	
1	Certificate of Incorporation/Registration	YES/NO
2	Valid Tax Compliance Certificate issued by the Kenya Revenue Authority (KRA).	YES/NO
3	CR12 (issued within the last 12 months) or equivalent company ownership documentation.	YES/NO
4	Valid Business Permit/Trade License.	YES/NO
5	Completed Consultant Company and Conflict of Interest Declaration.	YES/NO
6	Duly filled, signed and stamped Form of Tender.	YES/NO
7	Submit a Proposal security of KES 100,000 (One hundred thousand Kenya Shillings only), where required by SPU in form of a bank guarantee licensed by Central Bank of Kenya, a guarantee by an insurance company registered and licensed by Insurance Regulatory Authority. The tender security should be valid for a period of 30days beyond the tender validity period.	YES/NO
8	Declaration that the firm is not prohibited by the University or any competent regulatory authority from providing the Services.	YES/NO
9	Self-declaration on anti-corruption, fraud and collusive practices.	YES/NO
10	Company/Business Profile	YES/NO
11	Duly filled, signed and stamped Site visit certificate to be issued by the university	YES/NO
12	**Professional Registration Requirements-** The Lead Consultant shall demonstrate:	
13	Valid registration of Lead Structural Engineer with the Engineers Board of Kenya (EBK).	YES/NO
14	Valid Annual Practicing License from EBK.	YES/NO
15	Membership of the Institution of Engineers of Kenya (IEK).	YES/NO
16	Registration of Quantity Surveyor with the Board of Registration of Architects and Quantity Surveyors (BORAQS).	YES/NO
17	Valid practicing license for Quantity Surveyor.	YES/NO
18	Registration of Architect (where restoration works require architectural input) with BORAQS.	YES/NO
19	Registration of Water Engineer/Environmental Engineer with EBK.	YES/NO
20	NCA registration where construction supervision services are included. (Category 4 and above)	YES/NO
21	Evidence that all proposed professionals hold valid annual practicing licenses.	YES/NO

22	Audited Accounts for the last three (3) Years (2025,2024 & 2023-2022/2023 accepted where 2024/2025 audited accounts are not yet available, provided management accounts for the intervening period are submitted alongside.	YES/NO

B: TECHNICAL EVALUATION CRITERIA

NO	***CRITERIA***	***SCORE***
1.	Specific experience of the Consultant (consortium), as a firm, relevant to the Assignment: points to be awarded on proration basis) More than 10 years=10marks More than 5 Years& <= 10 Years 5 Marks 1to 5 Years 3 Marks No experience 0 Marks	10 Marks
2	Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs): • *Technical approach and methodology (20 Marks)* • *Work Plan (10 Marks)* • *Organizing and Staffing for the project– full marks to be awarded for a comprehensive staffing list and organization relevant to the project (10 Marks)*	40 Marks
3.	Key Experts' qualifications and competence for the Assignment: K-1 Lead Structural Engineer/Team Leader – 8 marks; K-2 Water/Civil Engineer – 8 marks; K-3 Quantity Surveyor – 2 marks; K-4 Architect – 2 marks. Total: 20 marks.	20 Marks
4	Having undertaken similar assignments. Provide evidence in the form of award letters and signed contracts – minimum of 4 **– (5 Marks each)**	20 Marks
5	Evidence of value addition services on implementation – statement and proof of having successfully implemented the same in a previous project (mentioned above in Number 4)	10 Marks
	TOTAL MARKS	**100 Marks**

C	**FINANCIAL EVALUATION**	
No.	**Criteria**	**Description**
C1	Financial Proposal	Lump sum or itemized consultancy fees
C2	Supervision Fees	Optional supervision phase pricing
C3	Cost Reasonableness	Value for money and cost realism

D	OVERALL EVALUATION
Stage	**Requirement**
Preliminary	Must pass all Mandatory Requirements
Technical	Minimum qualifying score (typically ≥75%)
Financial	Evaluated only for technically qualified bidders
Award	Based on combined technical & financial (if applicable)

SECTION 3. TECHNICAL PROPOSAL – STANDARD FORMS

{*Notes to Consultant* shown in brackets {} throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

1. FORMTECH-1: TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of University]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Provision of Consultancy Services for Structural Engineering Design, Water Infrastructure, Roof Rehabilitation and Building Restoration in accordance with your RFP dated Monday 14th September 2026, 10:00am and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal in association/as a consortium/as a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: "of our letter of intent to form a joint venture" or, if a JV is already formed, "of the JV agreement"} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

OR

{If the Consultant's Proposal includes Sub-consultants, insert the following :} We are submitting our Proposal with the following firms as Sub-consultants: *{insert a list with full name and address of each Sub-consultant.}*

We hereby declare that:

a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the University or maybe subject to the University's procurement procedures and applicable Kenyan law.

b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.

c) We have no conflict of interest in accordance with ITC3.

d) We meet the eligibility requirements as stated in ITC6, and we confirm our understanding of our obligation to abide by the University's policies in regard to corrupt, fraudulent and prohibited practices as per ITC5.

e) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, as well as laws against anti-competitive practices, including bid rigging in force in Kenya; we hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption or anti-competitive practices.

f) We confirm that we are not insolvent, in receivership, bankrupt or on the process of being of being wound up.

g) The Consultant shall declare in the Technical Proposal Submission Form, that in competing for and executing a contract, it shall undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against anti-competitive practices including bid-rigging.

(h) We are not guilty of any serious violation of fair employment laws and practices. We undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against collusive and anti-competitive practices, including bid rigging. To this effect we have signed the "Certificate of Independent Proposal Determination" attached below. We also undertake to adhere by the Code of Ethics for persons participating in University procurement and Asset Disposal Activities in Kenya, copy available from (specify website) during the procurement process and the execution of any resulting contract.

(l) We, along with any of our sub-consultants are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a suspension, exclusion or debarment imposed by a competent authority.

(e) Except as stated in the ITC12 and Data Sheet, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause12 andITCClause29.3 and 29.4 may lead to the termination of Contract negotiations.

(j) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

(k) We understand that the University is not bound to accept any Proposal that it receives.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 32.2 of the Data Sheet.

We remain,

Yours sincerely,

Authorized Signature *{In full and initials}:* Name and Title of Signatory:
Name of Consultant *(company's name or JV's name):*
Contact information *(phone and e-mail):*

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

2 CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION

I, the undersigned, in submitting the accompanying TECHNICAL PROPOSAL SUBMISSION FORM to the_____
[Name of University]

for:_____*[Name and number of tender]* in response to the request for tenders made by:_____*[Name of Tenderer]* do hereby make the followingstatementsthatIcertifytobetrueandcompleteineveryrespect:

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, which ever 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]

3. **APPENDIX – SPU ETHICAL CONDUCT, ANTI-BRIBERY AND ANTI-CORRUPTION DECLARATION**
4. The Consultant confirms that it shall comply with applicable Kenyan laws relating to fraud, bribery, corruption, collusion, coercion and other prohibited conduct, together with St. Paul's University policies applicable to suppliers and consultants.
5. The Consultant shall not offer, give, solicit or accept any gift, payment, commission, facilitation payment or other benefit intended to improperly influence any University employee, Board member, consultant, agent or other person involved in this procurement or Contract.
6. The Consultant shall immediately disclose to the University any actual, potential or perceived conflict of interest, inducement or improper approach connected with this RFP or the resulting Contract.
7. The University may reject a proposal or terminate a Contract where it establishes material fraud, corruption, bribery, collusion, coercion, misrepresentation or undisclosed conflict of interest, without prejudice to rights and remedies under applicable law.
8. **Name of Consultant: _____**
9. **Authorised Representative: _____**
10. **Title: _____ Signature: _____**
11. **Date: _____ Company Stamp/Seal: _____**

3. FORM TECH-2: CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

Provide here a brief description of the background and organization of your company, and-in case of a joint venture-of each member for this assignment.

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last [.....] years.

2. List only those assignments for which the Consultant was legally contracted by the University as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their Curriculum Vitae (CV).

3. *The Consultant shall substantiate their claimed experience by presenting copies of relevant documents such as the form of contract (not the whole contract), purchase order, service order, performance certificate, etc.; which shall be included in the proposal as part of Form Tech* 7 Mandatory Documentary Evidence.

Assignment name:	**Approx. value of the contract [KES, US$ etc.]:**
Country:	Duration of assignment (months):
Name of University:	Total Nº of staff-months of the assignment:
Contact Address: Email:	Approx. value of the services provided by your firm under the contract:
Start date (month/year): Completion date:	Nº of professional staff-months provided by associated Consultants:
Role on Assignment: *(E.g. Lead Member in ABC JV, or Sole Consultant)*:	Name of senior professional staff of your firm involved and functions performed:
Narrative description of Assignment:	
Description of actual services provided by your staff within the assignment:	

Name of Consulting Firm:	Name and Title of Signatory:

FORMTECH-3: COMMENT SAND SUGGESTIONS

Form TECH-3: The Consultant to provide comments and suggestions on the Terms of Reference, counterpart staff and facilities to be provided by the University that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the University, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{Include comments on counterpart staff and facilities to be provided by the University. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

3. **FORMTECH-4: DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN**

Form TECH-4: a description of the approach, methodology and work plan in responding to the terms of reference for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{The structure of your Technical Proposal:

a) Technical Approach and Methodology

b) Work Plan

c) Organization and Staffing}

i) *Technical Approach and Methodology. {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TOR sin here.}*

ii) Work Plan. {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the University), and tentative delivery dates of their ports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s)should be included here. The work plan should be consistent with the Work Schedule Form.}

iii) *Organization and Staffing. {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}*

FORM TECH-5: WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables [1] (D-..)	Months											
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL
D-1	{e.g., Deliverable #1: Report A												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	5)												
	6) delivery of final report to university}												
D-2	{e.g., Deliverable #2:.....}												
N													

1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the University's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.

2 Duration of activities shall be indicated in a form of a bar chart.

3. Include a legend, if necessary, to help read the chart.

6. FORMT ECH- 6A: TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)								Total time-input (in Months)		
		Position		D-1	D-2	D-3	.....	D-...		Home	Field	Total
KEY EXPERTS												
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[*Home*] [*Field*]	[2 month] [0.5 m]	[1.0] [2.5]	[1.0] [0]						
K-2												
K-3												
N												
								Subtotal				
NON-KEY EXPERTS												
N-1			[*Home*] [*Field*]									
N-2												
N												
								Subtotal				
								Total				

1. For Key Experts, the input should be indicated individually for the same positions as required under the ITC Data Sheet 21.2

2. Months are counted from the start of the assignment/mobilization. One (1) month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.

3"Home" means work in the office in the expert's country of residence. "Field" work means work carried out in Kenya, or outside the normal residence of the Expert in Kenya or any other country outside the expert's country of residence.

Full time input Part time input

6. FORM TECH-6B: CURRICULUM VITAE (CV)

Position Title and No.	*{e.g., K-1, Team Leader}*
Name of Expert:	*{Insert full name}*
Date of Birth:	*{day/month/year}*
Country of Citizenship	

Education: *{List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}*

_____

_____

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous University's and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	**Employing organization and your title/position. Contact Infor for references**	**Country**	**Summary of activities performed relevant to the Assignment**
[e.g., May 2025-present]	[e.g., Ministry of ……, advisor/consultant to… For references: Tel ..... /e-mail……; Mr. Bbbbbb, deputy manager]		

Membership in Professional Associations and Publications:_____

Language Skills (indicate only languages in which you can work):_____

_____

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	**Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks**
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)	

Expert's contact information :(e-mail…….....…… phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the University, and/or sanctions under applicable law and/or exclusion under the University's procurement procedures.

Name of Expert_____Signature_____Date_____
{day / month/year}

Name of authorized _____Signature._____Date_____

Representative of the

Consultant (the same who signs

the Proposal

7. FORMTECH-7: MANDATORY SUPPORT DOCUMENTS

[The Consultant shall use this form to submit all the required support documentary evidence as required in the RFP, especially the mandatory and eligibility criteria specified in the Data Sheet ITC 21.1]

a) Certificate of Incorporation/Certificate of Registration

{Insert here a copy of certificate of incorporation or registration}

b) Tax Compliance Certificate

{Consultant to insert a copy of the tax compliance certificate from Kenya Revenue Authority or similar body in the case of foreign consulting firms}

c) Practice License or Certificate for the Firm

{If required, Consultant to insert a copy of the firm's practice license or registration certificate issued by the professional body specified under Data Sheet ITC 21.1}

d) Similar Consulting Assignments Experience

{Consultant to insert here copies of the form of contract, purchase order, service order, and performance certificate or similar evidence of similar assignments carried out by the firm. The assignments shall be the same as those provided under FORM TECH 2B}

e) Academic Certificates

{Consultant to insert copies of the required relevant academic certificates relevant to the assignment for all the key experts}

f) Professional Certificates

{Consultant to insert copies of professional certificates and relevant short-term trainings to demonstrate professional qualifications for all the key experts}

g) Professional Membership of Key Experts

{If applicable, Consultant to insert copies of professional membership certificate for its key experts}

h) Certificate of Independent Proposal Determination

(The Form is available on Tech FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM).

FORM TECH - 8: SPU SELF-DECLARATION FORMS

FORM SD1 – DECLARATION OF ELIGIBILITY AND NON-EXCLUSION

I/We, the undersigned authorised representative of the Consultant, declare that the Consultant is legally established and is not subject to any restriction that would prevent it from lawfully providing the Services to St. Paul's University.

The Consultant further declares that it has disclosed any actual, potential or perceived conflict of interest involving the University, its Board, management, employees, agents or other persons involved in this procurement.

The Consultant shall promptly notify the University if any circumstance arises that may affect its eligibility or independence during the procurement process or Contract execution.

Name of Consultant: _____

Authorised Representative: _____

Title: _____ Signature: _____

Date: _____ Company Stamp/Seal: _____

FORM SD2

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I, ... of P. O. Box..... being a resident of …….. in the Republic of..... do hereby make a statement as follows: -

1. THAT I am the 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 servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/ or agents of……. (insert name of the Procuring entity) which is the University.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ..... *(name of the* University).

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender.

5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

…….	…….	……
(Title)	(Signature)	(Date)

Bidder Official Stamp

DECLARATION AND COMMITMENT TO SPU ETHICAL PROCUREMENT REQUIREMENTS

I/We, on behalf of the Consultant, confirm that we have read and understood the ethical, anti-bribery, anti-corruption, conflict-of-interest and confidentiality requirements applicable to this RFP and undertake to comply with them throughout the procurement process and, if appointed, throughout the Contract**.**

Name of authorised signatory: _____

Signature: _____ Position: _____

Firm: _____ Date: _____

Witness: _____ Signature: _____

FORM TECH - 9: SPU PROPOSAL COMMITMENT DECLARATION

This declaration applies where SPU requires proposal security or a formal proposal commitment.

I/We declare that the Proposal submitted by the Consultant shall remain valid for the period stated in the Data Sheet and that, if selected, the Consultant shall execute the Contract within the period specified by the University and provide any required performance security.

If the Consultant withdraws its Proposal during the validity period or refuses to execute the Contract after acceptance without a lawful basis, SPU may apply the remedies stated in the RFP and applicable law.

Signed: _____ Capacity: _____

Name: _____ Consultant: _____

Date: _____ Company Stamp/Seal: _____

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

{Notes to Consultant shown in brackets {… } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration

FIN-4 Reimbursable expenses

FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

. .....{Location, Date}
To:..... [Name and address of University]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for ..... Provision of Consultancy Services for Structural Engineering Design, Water Infrastructure, Roof Rehabilitation and Building Restoration in accordance with your Request for Proposal dated..... Monday 14th September 2026, 10:00am and our Technical Proposal.

Our attached Financial Proposal is for the amount of.....{*Indicate the corresponding to the amount currency*} {*Insert amounts in words and figures*}, including of all taxes in accordance with ITC24.2 in the Data Sheet. The estimated amount of local taxes is. .....{*Insert currency*} {*Insert amount in words and figures*}.
{*Please note that all amounts shall be the same as in Form FIN-2}.*

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the ITC12.1 Datasheet.

We commit to provide to the University the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address, Amount and Purpose of Commission of Agents, Currency or Gratuity

{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.”}

We understand you are not bound to accept any Proposal you
receive. We remain,
Yours sincerely,

Signature..... *(of Consultant's authorized representative) {In full and initials}*: Full name: ..... *{insert full name of authorized representative}* Title: .....*{insert title/ position of authorized representative}*
Name of Consultant..... *(company's name or JV's name):* Capacity..... *{insert the person's capacity to sign for the Consultant}* Physical Address: ..... *{insert the authorized representative's address}*
Phone: .....*{insert the authorized representative's phone and fax number, if applicable}* Email: . .....*{insert the authorized representative's email address}*

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM FIN-2: SUMMARY OF COSTS

Item	Cost			
	{Consultant must state the proposed Costs in accordance with ITC 16.4 of the Data Sheet; delete columns which are not used}			
	{Insert Foreign Currency # 1}	*{Insert Foreign Currency # 2, if used}*	*{Insert Foreign Currency # 3, if used}*	*{Insert Local Currency, if used and/or*
Cost of the Financial Proposal				
Including:				
(1) Remuneration				
(2) Reimbursables				
Subtotal [Remuneration + Reimbursables]				
Taxes:				
{insert type of tax e.g., VAT or sales tax}				
{e.g., withholding tax on experts' remuneration}				
{*insert type of tax*}				
Total Taxes				
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}				

FORM FIN-3A: BREAKDOWN OF REMUNERATION

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the University. This Form shall not be used as a basis for payments under Lump-Sum contracts.

A. Remuneration _____								
No	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	*{Currency # 1- as in FIN-2}*	*{Currency # 2- as in FIN-2}*	*{Currency# 3- as in FIN-2}*	*{Local Currency- as in FIN-2}*
	Key Experts							
K-1			[*Home*]					
			[*Field*]					
K-2								
	Non-Key Experts							
N-1			[*Home*]					
N-2			[*Field*]					
	Total Costs							

FORM FIN-4 BREAKDOWN OF REIMBURSABLE

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the University. This form shall not be used as a basis for payments under Lump-Sum contracts. This form shall be filled for Time-Based Contracts to form the basis of contract negotiations.

B. Reimbursable Expenses_____								
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
	{e.g., Per diem	{Day}						
	{e.g., International flights}	{Ticket}						
	{e.g., In/out airport transportation}	{Trip}						
	{e.g., Communication costs between Insert place and Insert place}							
	{ e.g., reproduction of							
	{e.g., Office rent}							
	.....							
	{Training of the University's personnel – if required in TOR}							
	Total Costs							

SECTION 5. TERMS OF REFERENCE

1.0 BACKGROUND

Following the recently conducted building condition assessment, several critical issues were identified across key university buildings including:

- Persistent roof leakages due to poor drainage gradients and inadequate waterproofing
- Structural concerns related to rooftop water tank loading
- Deterioration of finishes (ceilings, walls, external coatings)
- Cracking and delamination of wall finishes
- Inefficient and decentralized water storage systems

To address these challenges, the University intends to engage a qualified Structural Engineer to undertake detailed investigations, engineering designs, and preparation of Bills of Quantities (BoQs) for prioritized interventions.

2.0 OBJECTIVE OF THE ASSIGNMENT

The overall objective is to provide comprehensive structural and engineering consultancy services for:

a) Development of a Centralized Water Tower and evacuation of rooftop tanks
b) Roofing and waterproofing solutions for affected buildings
c) Renovation and aesthetic restoration of all buildings identified.

3.0 SCOPE OF SERVICES

3.1 Centralized Water Tower & Evacuation of Rooftop Tanks

The Consultant shall:

- Assess current water demand and storage requirements
- Identify optimal location(s) for the centralized water tower
- Design a structurally sound water tower to accommodate all relocated tanks
- Analyze structural implications of removing rooftop tanks
- Design modifications required for safe removal and decommissioning
- Prepare:
    i. Structural design calculations
    ii. Detailed drawings (foundation, framing, tank supports, access systems)
    iii. Water distribution integration concept (in liaison with MEP engineers where necessary)
    iv. Priced and unpriced Bills of Quantities

3.2 Roofing, Roof Rehabilitation & Waterproofing Works

Based on identified defects, the Consultant shall:

- Carry out detailed roof condition assessments for all affected buildings
- Design appropriate roofing solutions which may include:
    i. Roof canopy systems
    ii. Roof slope correction (screeding)
    iii. Replacement/removal of unsuitable finishes (e.g., ceramic tiles)
    iv. Installation of waterproofing systems (e.g., APP membranes)
- Redesign rainwater drainage systems:
    i. Adequate outlet sizing
    ii. Downpipe redesign
    iii. Improved discharge systems
- Design of Pitched Roofing System, conversion from flat roofs:
    i. Structural Design
    ii. Roofing Materials Specification
    iii. Roof Pitch & Geometry
    iv. Rainwater Management
    v. Waterproofing & Weatherproofing
    vi. Integration with Existing Structures
    vii. Aesthetic & Architectural Considerations
- Prepare:
    i. Technical specifications
    ii. Detailed drawings for roofing/canopy systems
    iii. Drainage layouts and details
    iv. Bills of Quantities (priced & unpriced)

3.3 Renovation and Aesthetic Restoration of Buildings

The Consultant shall develop a comprehensive restoration strategy covering:

a) External Works

- Repair of cracked masonry walls
- Removal and replacement of delaminated finishes (e.g., Ruff & Tuff)
- Replastering using appropriate material specifications
- Repainting with durable external coatings

b) Internal Works

- Repair/replacement of damaged ceilings (including timber T&G ceilings)
- Treatment of damp-affected surfaces
- Repainting and finishing

c) Metal Components

- Treatment and protection of corroded steel elements

- Specification of anti-corrosion systems

d) Special Structures

- Fire escape staircase improvements (drainage, non-slip finishes)
- Skylight roofing replacement (e.g., polycarbonate redesign and detailed)
- Prepare:
- Detailed restoration specifications
- Material schedules
- Finishing schedules
- Bills of Quantities (priced & unpriced)

3.4 Structural Assessment (Where Necessary)

- Verify structural integrity of affected buildings prior to interventions
- Confirm load capacity for proposed canopy systems
- Recommend strengthening measures if required

3.5 Integration & Phasing Strategy

The Consultant shall:

- Develop an implementation and phasing plan prioritizing:
- Structural safety
- Roofing and water ingress control
- Water tower construction
- Restoration works
- Provide cost estimates per phase to support budgeting

4.0 DELIVERABLES

The Consultant shall submit the following key outputs:

(i) Detailed Engineering Designs

- Roof designs for each respective building (drawings, calculations, specifications)
- Centralized water tower design and associated structural works

(ii) Bills of Quantities (BoQs)

- Priced Bills of Quantities (Engineer's Estimates)
- Unpriced Bills of Quantities (Tender Documents)

(iii) Supervision Proposal

- Proposed approach for construction supervision
- Scope of supervision services

- Staffing and level of effort
- Supervision fees and site engagement model

(iv) Supporting Reports

- Inception Report
- Roofing & Waterproofing Design Package
- Building Restoration Report
- Implementation & Phasing Plan
- Approvals/clearances from relevant statutory and professional bodies, where applicable, including County Government, NCA, EBK, NEMA, WRA, Public Health and DOSHS

5.0 CONSULTANCY DURATION

The assignment shall be completed within a period to be agreed with the Client (indicatively 6–10 weeks).

6.0 PAYMENT TERMS

Payments shall be milestone-based linked to deliverables

Consultant to provide:

- Lump sum fee or itemized cost per service component
- Supervision fees (optional phase)
- Rates for site visits

7.0 REPORTING & COORDINATION

The Consultant shall report to:

- Deputy Vice Chancellor (Finance & Administration)

Regular progress updates and review meetings shall be required.

8.0 REQUIRED QUALIFICATIONS

Registered Structural Engineer (EBK)

Proven experience in:

- Water tower design
- Building rehabilitation
- Roofing and waterproofing systems
- Experience in institutional projects is an added advantage

9.0 KEY CONSIDERATIONS

- Minimize disruption to university operations
- Ensure durability and long-term performance
- Compliance with Kenyan building codes and standards
- Incorporation of future-proof solutions (e.g., solar integration on canopies)

10. IMPLEMENTATION SUPPORT & CONSTRUCTION SUPERVISION (OPTIONAL PHASE)

10.1 Objective

The objective of this phase is to ensure that all construction works related to:

- Centralized Water Tower
- Roofing and Waterproofing
- Renovation and Restoration Works are executed in accordance with the approved designs, specifications, and quality standards.

10.2 Scope of Supervision Services

The Structural Engineer (Consultant) shall provide technical supervision and contract administration services, including:

a) Pre-Construction Phase

- Review and approval of contractors:
    i. Work program and methodology
    ii. Shop drawings
    iii. Material submissions and samples
- Participation in pre-contract and site handover meetings
- Clarification of design intent to contractors

b) Construction Supervision

The Consultant shall:

- Conduct regular site inspections (scheduled and as-needed)
- Verify that works are executed in accordance with:
    i. Approved drawings
    ii. Technical specifications
    iii. BoQs
- Supervise critical works including:
    i. Structural works for water tower (foundation, framing, tank supports)
    ii. Roof canopy installation
    iii. Waterproofing systems installation
    iv. Structural repairs and strengthening works
- Inspect and approve:

i. Materials delivered to site
ii. Workmanship quality

c) Quality Assurance & Control

- Ensure compliance with relevant standards and codes
- Witness and validate:
  i. Material tests
  ii. Structural tests
  iii. Waterproofing integrity tests
- Issue site instructions where necessary
- Identify and report defects and non-conformities

d) Contract Administration

The Consultant shall:

- Review contractor's interim payment applications
- Certify works completed for payment
- Monitor project progress against approved program
- Advise on delays, risks, and mitigation measures

e) Reporting

Prepare and submit:

- Periodic site progress reports
- Quality control reports
- Risk and issue logs

Provide professional advice to the University on:

- Technical decisions
- Variations and claims

f) Completion & Handover

The Consultant shall:

- Conduct practical completion inspections
- Prepare snag lists and verify rectification
- Issue completion recommendations

Review and certify:

- As-built drawings
- Operation & Maintenance manuals

g) Defects Liability Period (DLP)

- Conduct inspections during DLP
- Identify defects and ensure rectification
- Recommend final completion and release of retention

10.3 Deliverables (Supervision Phase)

The Consultant shall provide:

- Approved shop drawings and material submissions
- Site inspection reports
- Monthly progress reports
- Payment certificates
- Snag lists and completion reports
- Final project report

10.4 Duration

The supervision services shall cover the entire construction period plus the Defects Liability Period (typically 6–12 months).

10.5 Payment for Supervision Services

The Consultant shall provide:

- Supervision fee (lump sum or % of construction cost)
- Daily/site visit rates
- Schedule of inspections

10.6 Reporting Line

The Consultant shall report to:

- Deputy Vice Chancellor (Finance & Administration)

11.0 KEY PERFORMANCE INDICATORS (KPIs)

- Timely Delivery: Submission of all designs, BoQs, and reports within agreed timelines (target: 100% compliance).
- Design Quality: Approval of designs without major revisions (target: ≤2 revision cycles).
- Accuracy of BoQs: Variance between Engineer's Estimate and final contract price within ±10%.
- Compliance: Full adherence to Kenyan building codes and standards (target: 100%).
- Clarity of Documentation: Tender documents issued with no material ambiguities leading to disputes (target: 0 major clarifications).
- Supervision Effectiveness: Regular site inspections conducted as per agreed schedule (target: ≥95% compliance).

- Quality Control: Defects identified early and corrected before completion (target: ≤5% defects at handover).
- Progress Monitoring: Projects completed within approved timelines (target: ≤10% delay).
- Cost Control: Final project cost within approved budget (target: ≤10% variance).
- Reporting: Submission of accurate monthly progress reports (target: 100% timely submission).
- Stakeholder Satisfaction: Positive feedback from client on performance (target: ≥80% satisfaction).

12.0 Conditions of Contract (Kenyan Alignment)

The consultancy shall align with Kenyan standard forms of contract include:

- Internal Institutional Approvals
- Relevant County Government approvals, where applicable
- University procurement procedures and applicable Kenyan law
- Engineers Board of Kenya (EBK) guidelines
- Applicable Kenyan Building Codes and Standards
- Occupational Safety and Health Act (OSHA)/ Directorate of Occupational Safety and Health Services (DOSHS)
- National Construction Authority (NCA)
- National Environment Management Authority (NEMA)
- Water Resources Authority (WRA)
- Public Health Department

SECTION 6. CONDITIONS OF CONTRACT AND CONTRACT FORMS

Preface

1. This Section includes two types of standard contract forms for: A Lump-Sum Contract and a Time-Based Contract. Each type includes General Conditions of Contract ("GCC") that shall not be modified, and Special Conditions of Contract ("SCC"). The SCC includes clauses specific to each contract to supplement, but not over- write or otherwise contradict, the General Conditions of Contract.

2. Lump-Sum Contract. This type of contract is used mainly for assignments in which the scope and the duration of the Services and the required output of the Consultant are clearly defined. Payments are linked to outputs (deliverables) such as draft or final reports, drawings, bill of quantities, bidding documents, or software programs. Lump-sum contracts are easier to administer because they operate on the principle of a fixed price for a fixed scope, and payments are due on clearly specified out puts and milestones. Never the less, quality control of the Consultant's outputs by the University s paramount.

3. Time-Based Contract. This type of contract is appropriate when it is difficult to define or fix the scope and the duration of the services, either because they are related to activities carried out by others for which the completion period may vary, or because the input of the consultants required for attaining the objectives of the assignment is difficult to assess. In time-based contracts the Consultant provides services on a timed basis according to quality specifications, and Consultant's remuneration is determined on the basis of the time actually spent by the Consultant in carrying out the Services and is based on (i) agreed upon unit rates for the Consultant's experts multiplied by the actual time spent by the experts in executing the assignment, and (ii) reimbursable expenses using actual expenses and/or agreed unit prices. This type of contract requires the University to closely supervise the Consultant and to be involved in the daily execution of the assignment.

4. The templates are designed for use in assignments with consulting firms and shall not be used for contracting of individual experts. In some consultancy assignments such as design and construction supervision, both Lump- Sum and Time-Based Contracts are used and signed with the Consultant. In that case, the Lump-Sum Contract would apply for the design part of the Services while the construction supervision part would be based on a Time- Based Contract. In such event, both types of contracts shall be signed at the same time.

STANDARD FORMS

Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to SPU pursuant to instructions to tenderers clause 12.3

3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modifies accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and SPU in accordance with the instructions to tenderers or general conditions of contract.

4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to SPU and pursuant to the - conditions of contract.

5. The principal's or manufacturer's authorization form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

LIST OF STANDARD FORMS

1. Form of tender
2. Price schedules

3. Contract form
4. Confidential Questionnaire form
5. Tender security form
6. Performance security form
7. Bank guarantee for advance payment
8. Declaration form
9. Conflict of Interest

1. **FORM OF TENDER**
St. Paul's University
Private Bag Limuru

Tender No: **SPU/RFP/S/001/SES/2026-2027**
Tender Name: **PROVISION OF CONSULTANCY SERVICES FOR STRUCTURAL ENGINEERING DESIGN, WATER INFRASTRUCTURE, ROOF REHABILITATION AND BUILDING RESTORATION**

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) ……. the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Consultancy System under this tender in conformity with the said Tender document for the sum of
Ksh:……[Total Tender amount in words]……
……
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to provide the consultancy in accordance with the conditions of the tender.

3. We agree to abide by this Tender for a period of …….[number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.

5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this day of…… 2026

…… …….
[Signature] [In the capacity of]

Duly authorized to sign tender for and on behalf of

PRICE SCHEDULE OF SERVICES
Name of Tenderer _____Tender Number_____. Page ____of _____

Item	Description of Service	Unit	Quantity	Unit Price (KES)	Total Price (KES)
1	Inception, Site Investigations and Condition Assessment	LS	1		
2	Structural Engineering Design Services (Roof Rehabilitation, Water Infrastructure and Building Restoration Designs, Drawings & Specifications)	LS	1		
3	Preparation of Bills of Quantities (Priced and Unpriced)	LS	1		
4	Preparation of Technical Reports (Roofing & Waterproofing Report, Building Restoration Report, Implementation & Phasing Plan)	LS	1		
5	Facilitation of Statutory Approvals (County Government, NCA, EBK, NEMA, WRA, Public Health, DOSH and other relevant approvals)	LS	1		
6	Construction Supervision Services (Methodology, Site Visits, Progress Reporting and Contract Administration)	LS	1		
7	Reimbursable/Incidental Expenses (if any, specify)	LS	1		
	Grand Total (KES)				

Signature of tenderer _____
Note: In case of discrepancy between unit price and total, the unit price shall prevail.

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

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

Part 1: General:

1.1: Business Name ……..…….
1.2: Location of business premises ……..….

1.3: Plot No. ……...
1.4: Street/Road ……..……..….

1.5: Postal Address ……..

1.6: Office Tel. No. ……
1.7: Mobile:…….

1.8: Fax No:……..…….
1.9: Email Address:……. ……

1.10: Nature of business:…….. ……

1.11: Registration Certificate No. ……..……
1.12: Maximum value of business which you can handle at any one time Kshs. ……

1.13: Name of your bankers ……..…….. Branch ……..…….……

Part 2(a) - Sole Proprietor:

2a.1: Your name in full ……. Age ……. 2a.2: Nationality …….. Country of origin ……..
Citizenship details……

Party 2(b) - Partnership

2b.1: Give details of partners as follows

2b.2:	Name	Nationality	Citizenship Details	Shares
1.	……	……..	……..	……
2.	……	……..	……..	……
3.	……	……..	……..	……
4.	……	……..	……..	……
5.	……	……..	……..	……

Part 2(c) - Registered Company:

2c.1: Private or public …….. 2c.2: State the nominal and issued capital of the company -

Nominal Kshs.. …… Issued Kshs…….. 2c.3: 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

Part 3 - Eligibility Status

3.1 Are you related to an Employee who works in the Finance or Procurement Departments, or, is a member of the SPU Board?

Yes…… No:…….

3.2: If answer in '3.1' is YES give the relationship:…….

3.3: Does an Employee as in "3.1" above, sit in the Board of Directors or Management of your Organisation Subsidiaries or Joint Ventures? Yes……. No……..

3.4: If answer in '3.3' above is YES give details……
……
……
3.5: Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by SPU to provide consulting services for preparation of design, specifications and other documents to be used for procurement or the goods or services under this invitation? Yes……..
No……

3.6: If answer in '3.5' above is YES give details……
……
……
3.7: Are you under a declaration of ineligibility for corrupt and fraudulent practices?
Yes…… No…….
3.8: If answer in '3.7' above is YES give details……

……
3.9: Have you offered or given anything of value to influence the procurement process?
Yes…… No…….
3.10: If answer in '3.9' above is YES give details……
……
……
I DECLARE that the information given on this form is correct to the best of my knowledge and belief. Date:
Signature of Candidate:……..

If a Kenyan Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or registration.

TENDER SECURITY FORM

Whereas …….(hereinafter called <the tenderer> has submitted its bid
[name of Bidder]

dated ……for the Supply, Implementation and Support of Consultancy for St. Paul's University (hereinafter called <the tender? [date of submission of bid]

KNOW ALL PEOPLE by these presents that WE …… of…… having
[name of bank] [name of country]
our registered office at …… (hereinafter called <the University> in
[name of University]
the sum of Kshs.…… for which payment well and truly to be made to
[state the amount]

SPU, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ……. day of ……2026. THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its tender during the period of tender validity specified by SPU on the Form; or

2. If the tender, having been notified of the acceptance of its tender by SPU during the period of tender validity

fails or refuses to execute the Contract Form, if required; or fails or refuses to furnish the performance security, in accordance with the Instructions to tenders.

We undertake to pay to SPU up to the above amount upon receipt of its first written demand, without The University having to substantiate its demand, provided that in its demand The Consultantl will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition(s)
This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above stated date.

Signature: …… Date: …… Official Stamp: ……

PERFORMANCE SECURITY FORM

To: …….. [name of SPU]
WHEREAS…….[name of tenderer]

(hereinafter called "the tenderer") has undertaken, in pursuance of Contract No._____[reference number of the contract] dated _____20_____to Supply, Implementation and consultancy for St. Paul's University……..

[Description 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 the 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 or sums 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 or financial institution]

_____
[address]
_____
[date]

OATHS AND STATUTORY DECLARATION FORM

PUBLIC OF KENYA OF KENYA IN THE MATTER OF OATHS AND STATUTORY DECLARATION ACT CHAPTER 15 OF THE LAWS OF KENYA

I … of P.O Box……Being a resident of…….. in the Republic of Kenya do hereby make oath and state as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of……(name of the Candidate) which is a Candidate in respect of Tender Number… to
Supply goods, render services and/or carry out works for SPU and duly authorized and competent to make this Affidavit.

2. THAT the aforesaid Candidate has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of SPU, which is the University.

3. THAT the aforesaid Candidate, its servants and/or agents have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of SPU.

4. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

SWORN at…… by the said}
……} Name of chief Executive/Managing Director/}

Principal Officer/Director }
On this…… day of …….. 2026}
}

} _____

} DEPONENT

Before me }
}
}
}

Commissioner for Oaths }

CONFLICT OF INTEREST DECLARATION FORM FOR SUPPLIERS / CONTRACTORS / CONSULTANTS / SERVICE PROVIDERS

PROCUREMENT DETAILS

Item	Details
Procurement Reference Number	**TENDER SPU/RFP/S/001/SES/2026-2027**
Tender Invitation	**PROVISION OF CONSULTANCY SERVICES FOR STRUCTURAL ENGINEERING DESIGN, WATER INFRASTRUCTURE, ROOF REHABILITATION AND BUILDING RESTORATION TENDER SPU/RFP/S/001/SES/2026-2027**
Closing Date	**Monday 14th September 2026, 10:00am**

DECLARATION

We, the undersigned Supplier/Contractor/Consultant/Service Provider, hereby declare that: (THIS SECTION IS REPEATED)

1. We have read and understood the procurement requirements and ethical obligations relating to this procurement process.
2. To the best of our knowledge, **we have fully disclosed any actual, potential or perceived conflict of interest relating to this procurement in Section 4 of this form. Where no conflict exists, we have indicated "None" in Section 4.**
3. We do not have any undisclosed relationship, financial interest or arrangement with any employee, committee member, officer or representative of St. Paul's University involved in this procurement process.
4. We have not offered, given or promised any gift, inducement, facilitation payment, commission or any other benefit to any employee, officer or representative of St. Paul's University in connection with this procurement.
5. We undertake to immediately disclose any actual, potential or perceived conflict of interest that may arise during the procurement process or during the execution of the contract.
6. We understand that failure to disclose a conflict of interest or the provision of false or misleading information may result in disqualification from this procurement, termination of any resulting contract, legal action and/or debarment from future procurement opportunities.

AUTHORIZED DECLARATION

Item	Details
Name of Authorized Representative	……
Designation	……
Signature	……
Company Stamp/Seal	……
Date	……

CONFLICT OF INTEREST DISCLOSURE (IF APPLICABLE)

If you have identified any actual, potential, or perceived conflict of interest relating to this procurement, provide the details below. If no conflict exists, write "None" in the first row.

No.	Type of Conflict (Actual/Potential/Perceived)	Name(s) of Individual(s) Involved	Nature of the Relationship or Interest	Details of the Conflict	Date Conflict Identified	Measures Taken to Manage or Mitigate the Conflict	Additional Information
1							
2							
3							
4							

CONTRACT FORM

THIS AGREEMENT made the ___day of _____20____between……[name of procurement entity] of …….[country of Procurement entity](hereinafter called "SPU ") of the one part and ……[name of tenderer] of …….[city and country of tenderer](hereinafter called "the tenderer") of the other part.

WHEREAS SPU invited tenders for Supply, Implementation and Support of consultancy St. Paul's University and has accepted a tender by the tenderer for the supply of those materials and spares in the spares in the sum of ……[contract price in words and figures]

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

a. the Tender Form and the Price Schedule submitted by the tenderer;
b. the Details of cover
c. the General Conditions of Contract
d. the Special Conditions of Contract
e. SPU Notification of Award.

3. In consideration of the payments to be made by SPU to the tenderer as hereinafter mentioned, the tenderer hereby covenants with SPU to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. SPU hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by_____the _____(for SPU) Signed, sealed, delivered by_____the _____(for the tenderer) in the presence of_____

CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum Contract

Consulting Services for:

Contract No.:_____

Contract Description:_____

Between

[Name of the University]

and

_____*[Name of the Consultant]*

Date:

I. FORM OF CONTRACT - LUMP-SUM

This CONTRACT (herein after called the "Contract") is made the [number] day of the month of [month], [year], between, on the one hand, [name of university] (herein after called the "University") and, on the other hand, [name of consultant] (herein after called the "Consultant").

WHEREAS

a) The University has requested the Consultant to provide certain consulting services as defined in this Contract (herein after called the "Services");
b) the Consultant, having represented to the University that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
c) the University has set aside a budget and funds toward the cost of the Services and intends to apply a portion of these funds towards payments under this Contract;
NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached here to shall be deemed to form an integral part of this Contract:
   a) The General Conditions of Contract;
   b) The Special Conditions of Contract;
   c) Appendices:
      - Appendix A: Terms of Reference
      - Appendix B: Key Experts
      - Appendix C: Breakdown of Contract Price
      - Appendix D: Form of Advance Payments Guarantee

   In the event of any inconsistency between the documents, the following order of precedence shall prevail: The Special Conditions of Contract; the General Conditions of Contract; Appendix A; Appendix B; Appendix C; Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the University and the Consultant shall be asset for thin the Contract, in particular:
   a) The Consultant shall carryout the Services in accordance with the provisions of the Contract; and
   b) the University shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHERE OF, the Parties here to 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 University]

[Authorized Representative of the University–name, title and signature]

For and on behalf of..... *[Name of Consultant or Name of a Joint Venture]*

[Authorized Representative of the Consultant–name and signature]

For and on behalf of each of the members of the Consultant..... *[Insert the Name of the Joint Venture]*

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture] [Add signature blocks for each member if all are signing]

SECTION 7: GENERAL CONDITIONS OF CONTRACT

A. General Provisions

1. Definitions

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

a) "Applicable Law" means the laws and any other instruments having he force of law in Kenya.

b) "Consultant" means a legally-established professional consulting firm or entity selected by the University to provide the Services under the signed Contract.

c) "Contract" means the legally binding written agreement signed between the University and the Consultant and which includes all the attached documents listed in its paragraph1of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).

d) "University" means the University that signs the Contract for the Services with the selected Consultant.

e) "Day" means a working day unless indicated otherwise.

f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.

g) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.

h) "Foreign Currency" means any currency other than the currency of Kenya.

i) "GCC" mean these General Conditions of Contract.

j)

k) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the University for the performance of the Contract.

l) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV)was taken into account in the technical evaluation of the Consultant's proposal.

m) "Local Currency" means the Kenya Shillings, the currency of Kenya.

n) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part here of under the Contract.

o) "Party" means the University or the Consultant, as the case may be, and "Parties" means both of them.

p) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.

q) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

r) "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.

(t) "Third Party" means any person or entity other than the University, the Consultant or a Sub-consultant.

2. Relationship between the Parties

2.1 Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the University and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3. Law Governing Contract

2.2 This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of Kenya.

4. Language

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

5. Headings

5.1 The headings shall not limit, alter or affect the meaning of this Contract.

6. Communications

6.1 Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the English Language. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.

6.2 A Party may change its address for notice here under by giving the other Party any communication of such change to the address specified in the SCC.

7 Location

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

8 Authority of Member in Charge

8.1 In case the Consultant is a Joint Venture, the members hereby authorize them ember specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the University under this Contract, including without limitation the receiving of instructions and payments from the University.

9 Authorized Representatives

9.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the University or the Consultant may be taken or executed by the officials specified in the SCC.

10 Corrupt and Fraudulent Practices

10.1 The University requires the Consultant to comply with applicable Kenyan laws and the University's policies regarding fraud, corruption, bribery, collusion, coercion and other prohibited practices.

10.2 Commissions and Fees-The University requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract by the University and/or sanctions under applicable law and/or exclusion under the University's procurement procedures.

B. Commencement, Completion, Modification and Termination of Contract

11 Effectiveness of Contract

11.1 This Contract shall come into force and effect on the date (the "Effective Date") of the University's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

12 Termination of Contract for Failure to Become Effective

12.1 If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty-two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect there to.

13 Commencement of Services

13.1 The Consultant shall confirm availability of Key Experts and begins carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

14 Expiration of Contract

14.1 Unless terminated earlier pursuant to Clause GCC19hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

15 Entire Agreement

15.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

16 Modifications or Variations

16.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

17 Force Majeure

a. Definition

17.1 For the purposes of this Contract," Force Majeure" means event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by competent authorities.

17.2 Force Majeure shall not include (i) any event which his caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or over come in the carrying out of its obligations here under.

17.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required here under.

b. No Breach of Contract

17.4 The failure of a Party to fulfill any of its obligations here under shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be taken

17.5 A party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

a) 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.

b) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the University, shall either:

c) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the University, in reactivating the Services; or

d) Continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed or additional costs reasonably and necessarily incurred.

17.7 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.

18 Suspension

18.1 The University may, by written notice of suspension to the Consultant, suspend all payments to the Consultant here under if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i)shall specify the nature of the failure, and (ii) Shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19 Termination

19.1 This Contract may be terminated by either Party as per provisions set up below:

a. By the University

19.1.1 The University may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence, the University shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in(a)through(d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days 'written notice in case of the event referred to in (f):

a If the Consultant fails to remedy a failure in the performance of its obligations here under, as specified in a notice of suspension pursuant to Clause GCC 18;

b If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go in to liquidation or receivership whether compulsory or voluntary;

c If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;

d If, as the 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) calendar days;

e If the University, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

f If the Consultant fails to confirm availability of Key Experts as required in Clause GCC13.

19.1.2 Furthermore, if the University determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive [or obstructive] practices, in competing for or in executing the Contract, then the University may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

a. By the Consultant

a) The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the University, in case of the occurrence of any of the events specified in paragraphs(a)through(d)of this Clause.

b) If the University fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC45.1withinforty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.

c) If, as the 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) calendar days.

d) If the University fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC45.1.

e) If the University is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the University of the Consultant's notice specifying such breach.

b. Cessation of Rights and Obligations

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC14, all rights and obligations of the Parties here under shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC22, (iii) the Consultant's obligation to permit in section, copying and auditing of their accounts and records set forth in Clause GCC25, and (iv) any right which a Party may have under the Applicable Law.

i. Cessation of Services

19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the University, the Consultant shall proceed as provided, respectively, by Clauses GCC27or GCC28.

j. Payment up on Termination

19.1.6 Up on termination of this Contract, the University shall make the following payments to the Consultant:

a) Payment or Services satisfactorily performed prior to the effective date of termination; and

b) In the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. Obligation s of the Consultant

16. General

a. Standard of Performance

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the University, and shall at all times support and safeguard the University's legitimate interests in any dealings with the third parties.

20.2 The Consultant shall employandprovidesuchqualifiedandexperiencedExpertsandSub-consultants as are required to carry out the Services.

20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the University. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

b. Law Applicable to Services

20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

20.5 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in Kenya when

a As a matter of law or official regulations, Kenya prohibits commercial relations with that country; or

b by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

20.6. The University shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

21 Conflict of Interests

21.1 The Consultant shall hold the University's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

a. Consultant Not to Benefit from Commissions, Discounts, etc.

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC21.1.3,the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations here under, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the University on the procurement of goods, works or services, the Consultant shall at all times exercise such responsibility in the best interest of the University. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the University.

b. Consultant and Affiliates Not to Engage in Certain Activities

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

c. Prohibition of Conflicting Activities

21.1.4 The Consultant shall not engage and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

d. Strict Duty to Disclose Conflicting Activities

21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their University, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

22 Confidentiality

22.1 Except with the prior written consent of the University, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or because of, the Services.

23 Liability of the Consultant

23.1 Subject to additional provisions, if any, set for in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.

24 Insurance to be taken out by the Consultant

24.1 The Consultant (i) shall take out and maintain and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the University, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the University's request, shall provide evidence to the University showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC13.

25 Accounting, Inspection and Auditing

25.1 The Consultant shall keep and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

25.2 The Consultant shall maintain accurate and systematic accounts and records relating to the Services and shall, upon reasonable written notice, permit the University, its authorized auditors or any competent authority with lawful jurisdiction to inspect relevant records for purposes of verifying contractual performance, payments and compliance.

26 Reporting Obligations

26.1 The Consultant shall submit to the University the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix.

27 Proprietary Rights of the University in Reports and Records

27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the University in the course of the Services shall be confidential and become and remain the absolute property of the University. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the University, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the University.

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the University's prior written approval to such agreements, and the University shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

28 Equipment, Vehicles and Materials

28.1 Equipment, vehicles and materials made available to the Consultant by the University or purchased by the Consultant wholly or partly with funds provided by the University, shall be the property of the

University and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the University an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the University's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the University in writing, shall insure them at the expense of the University in an amount equal to their full replacement value.

28.2 Any equipment or materials brought by the Consultant or its Experts into Kenya for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

D. Consultant's Experts and Sub-consultants

29 Description of Key Experts

29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in Appendix B.

30 Replacement of Key Experts

30.1 Except as the University may otherwise agree in writing, no changes shall be made in the Key Experts.

30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical in capacity. In such case, the Consultant shall forth with provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

31 Removal of Experts or Sub-consultants

31.1 If the UniversityfindsthatanyoftheExpertsorSub-consultanthascommittedseriousmisconductorhas been charged with having committed a criminal action, or shall the University determine that Consultant's Expert of Sub consultant have engaged in corrupt, fraudulent, collusive, coercive [or obstructive] practice while performing the Services, the Consultant shall, at the University's written request, provide a replacement.

31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the University to be in competent or in capable in discharging assigned duties, the University, specifying the grounds therefore, may request the Consultant to provide a replacement.

31.3 Any replacement of the removed Experts or Sub consultants shall possess better qualifications and experience and shall be acceptable to the University.

31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. Obligations of the University

32 Assistance and Exemptions

32.1 Unless otherwise specified in the SCC, the University shall use its best efforts to:

a Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.

b Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documentsrequiredfortheirstayinKenyawhilecarryingouttheServicesundertheContract.

c FacilitatepromptclearancethroughcustomsofanypropertyrequiredfortheServicesandofthepersonal effects of the Expert sand their eligible dependents.

d Issue to relevant public authorities, where legally required all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.

e Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in Kenya according to the applicable

law in Kenya

f Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in Kenya, of bringing in to Kenya reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.

g Provide to the Consultant any such other assistance as may be specified in the SCC.

33 Access to Project Site

33.1 The University warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The University will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

34 Change in the Applicable Law Related to Taxes and Duties

34.1 If, after the date of this Contract, there is any change in the applicable law in Kenya with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, 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 hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 39.1

35 Services, Facilities and Property of the University

35.1 The University shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.

36 Counterpart Personnel

36.1 The University shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the University with the Consultant's advice, if specified in Appendix A.

36.2 Professional and support counterpart personnel, excluding University's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work as signed to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the University shall not unreasonably refuse to act upon such request.

37 Payment Obligation

37.1 In consideration of the Services performed by the Consultant under this Contract, the University shall make such payments to the Consultant for the deliverables specified in Appendix A and in such manner as is provided by GCCF below.

F. Payments to the Consultant

38 Contract Price

38.1 The Contract price is fixed and is set forth in the SCC. The Contract price breakdown is provided in Appendix C.

38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in Appendix A.

39 Taxes and Duties

39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out

of the Contract unless it is stated otherwise in the SCC.Currency of Payment

39.2 Any payment under this Contract shall be made in the currency (ies) of the Contract.

40 Mode of Billing and Payment

40.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.

40.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in Appendix A. The payments will be made according to the payment schedule stated in the SCC.

40.2.1 Advance payment: Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the University in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (I) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix D, or in such other form as the University shall have approved in writing. The advance payments will be set off by the University in equal portions against the lump-sum installments specified in the SCC until said advance payments have been fully set off.

40.2.2 The Lump-Sum Installment Payments. The University shall pay the Consultant within sixty (60) days after the receipt by the University of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the University does not approve the submitted deliverable(s) as satisfactory in which case the University shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and there after the fore going process shall be repeated.

40.2.3 The Final Payment: The final payment under this Clause shall be made only after the final report has been submitted by the Consultant and approved as satisfactory by the University. The Services shall then be deemed completed and finally accepted by the University. The last lump-sum installment shall be deemed approved for payment by the University within ninety (90) calendar days after receipt of the final report by the University unless the University, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and there after the fore going process shall be repeated.

40.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

40.2.5 With the exception of the final payment under 40.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations here under.

41 Interest on Delayed Payments

41.1 If the University had delayed payments beyond thirty (30) days after the due date stated in Clause GCC 41.2.2, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

G. Fairness and Good Faith

42 Good Faith

42.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

H. Settlement of Disputes

43 Amicable Settlement

43.1.2 The Parties shall seek to resolve any dispute amicably by mutual consultation.

43.1.3 If either Party objects to any action or in action of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days

following the response of that Party, Clause GCC 45.1 shall apply.

44 Dispute Resolution

44.1.2 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

SECTION 8: 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 *[Where the Parties may designate the law of another country, in which case the name of the respective country should be inserted, and the name of Kenya should be removed.]*
4.1	The language is: English
6.1 and 6.2	The addresses are *[fill in at negotiations with the selected firm]*: University: Attention: Facsimile: _____ E-mail: __ Consultant: _____ Attention: _____ Facsimile: _____ E-mail: __
8.1	N/A where the Consultant is a single entity. Where a Joint Venture is proposed, the lead member shall be identified in the Proposal and shall have authority to act for the JV.
9.1	The Authorized Representatives are: For the University: [name, title] For the Consultant: *[name, title]*____
11.1	No special effectiveness condition. The Contract shall become effective upon signature by the authorized representatives of both Parties, subject to completion of stated pre-commencement requirements.
12.1	N/A
13.1	Commencement of Services: The number of days shall be_____*[e.g.: ten]*. Confirmation of Key Experts' availability to start the Assignment shall be submitted to the University in writing as a written statement signed by each Key Expert.
14.1	Expiration of Contract:

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	The Contract shall remain in force until completion and acceptance of the Services, including any optional supervision phase expressly awarded, unless terminated earlier in accordance with the Contract.
21.1.3.	The University 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 Yes:_____No:
23.1	No additional provisions. *[OR* The following limitation of the Consultant's Liability towards the University can be subject to the Contract's negotiations: "Limitation of the Consultant's Liability towards the University: (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 University's property, shall not be liable to the University: (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 University 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 University prior to accepting any changes to what was included in the issued RFP. To be acceptable to the University, 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 University, 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 University. Also, the Consultant's liability should never be limited for loss or damage caused by the Consultant's gross negligence or willful misconduct. The University does not accept a provision to the effect that the University 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 University to the extent permissible by the law applicable in Kenya.]
24.1	The Consultant shall maintain professional indemnity/professional liability insurance and any other insurance required by applicable Kenyan law and reasonably appropriate to the Services. Evidence of valid cover shall be provided before commencement and upon request.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	Contract]; (b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the University's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of [insert amount and currency or state "in accordance with the applicable law in the University's country"]; (c) Third Party liability insurance, with a minimum coverage of *[insert amount and currency or state "in accordance with the applicable law in Kenya"]*; (d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the Applicable Law in Kenya, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
27.1	The additional rights to the use of the documents are: *[If applicable, insert any exceptions to proprietary rights provisions]*
27.2	The University shall own the final reports, drawings, designs, specifications and BoQs produced specifically under the Contract upon payment. The Consultant retains ownership of pre-existing methodologies, tools and know-how, but grants the University a perpetual right to use them to the extent incorporated into the deliverables.
32.1 (a) through (f)	*[List here any changes or additions to Clause GCC 32.1. If there are no such changes or additions, indicate Not Applicable.]*
32.1(g)	[List here any other assistance to be provided by the University. If there is no such other assistance, indicate Not Applicable for this Clause SCC 32.1(g).]
38.1	The Contract price shall be the amount stated in the signed Contract and shall clearly state whether it is inclusive or exclusive of VAT and any other applicable taxes.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	Any applicable taxes shall be identified in the Financial Proposal and Contract. The University shall make statutory deductions and remittances where required by Kenyan law.
39.1 and 39.2	The Consultant, its Sub-consultants and Experts shall be responsible for their tax obligations except for taxes which the University is legally required to withhold or remit. No tax exemption is assumed unless expressly confirmed in writing by the University.
40.2	Payments shall be linked to agreed deliverables and milestones stated in the Contract. The final payment shall be subject to satisfactory completion and acceptance of the Services and submission of all required final deliverables.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	3rd and Final Payment: Example: Twenty (20) percent of the lumpsum Contract Price shall be paid upon submission and approval of the Final Report. [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 University of the prerequisite Report and/or payment request documents, and, (ii) approval and acceptance of the said reports and documents by the University]
40.2.1	No advance payment shall be made unless expressly provided for in the signed Contract. Where an advance is agreed, the Contract shall specify the amount, conditions and any required security.
40.2.4	Payments shall be made to the Consultant's nominated bank account stated in the signed Contract.
41.1	Interest on undisputed overdue payments, if applicable, shall be at a rate agreed in the signed Contract or otherwise as provided by applicable Kenyan law.
44.1	Disputes shall be settled by arbitration in accordance with the following provisions: 1. Selection of Arbitrators. 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: (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 *[name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland]* 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, *[insert the name of the same professional body as above]* shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. (b) Where the Parties do not agree that the dispute concerns a technical matter, the University 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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	request of either Party, be appointed by *[name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.]*. (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 *[name the same appointing authority as in said paragraph (b)]* 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.
	2. Rules of Procedure. 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. 3. Substitute Arbitrators. 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. 4. Nationality and Qualifications of Arbitrators. 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 [If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties] or of Kenya. For the purposes of this Clause, "home country" means any of: (a) the country of incorporation of the Consultant *[If the Consultant consists of more than one entity, add:* or of any of their members or Parties*]*; or (b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or (c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or (d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.
	5. Miscellaneous. In any arbitration proceeding hereunder: (a) proceedings shall, unless otherwise agreed by the Parties, be held in [select a country which is neither the University's country nor the Consultant's country]; (b) the *[type of language]* language shall be the official language for all purposes; and (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.

SECTION 9: APPENDICES

Appendix A – Terms of Reference

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]

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Appendix B - Key Experts

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Appendix C – Breakdown of Contract Price

Appendix D - Form of Advance Payment Guarantee

Bank Guarantee for Advance Payment [Bank's Name and Address of Issuing Branch or Office] Beneficiary: [Name and Address of University]
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]*[1] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant are in b reach 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_____,[2] 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. SPU NOTIFICATION AND AWARD FORMS

1. NOTIFICATION OF EVALUATION OUTCOME / INTENTION TO AWARD

RFP No.: SPU/RFP/S/001/SES/2026-2027

Assignment: Provision of Consultancy Services for Structural Engineering Design, Water Infrastructure, Roof Rehabilitation and Building Restoration

Consultant: _____

The University hereby notifies you of the outcome of the evaluation and, where applicable, its intention to proceed with contract negotiations/award with the highest-ranked Consultant in accordance with this RFP and the University's internal procurement procedures.

An unsuccessful Consultant may request a written debriefing or clarification from the Head of Procurement within five (5) business days of receiving this notification. Any complaint should be submitted in writing to procurement@spu.ac.ke within the same period. The University shall review and respond in accordance with its internal procedures.

Authorised University Representative: _____

Name/Title: _____

Date: _____

2. LETTER OF AWARD

To: [Name and address of successful Consultant]

Subject: Notification of Award – SPU/RFP/S/001/SES/2026-2027

St. Paul's University hereby notifies you that your Proposal for the above assignment has been accepted following completion of the evaluation and the University's internal approvals/negotiations.

Contract amount: KES _____ inclusive/exclusive of applicable taxes as stated in the Contract.

You are requested to sign and return the Contract within the period stated in this notification and provide any required performance security and other pre-contract documentation.

For and on behalf of St. Paul's University

Name: _____

Title: _____

Signature: _____ Date: _____

3. BENEFICIAL OWNERSHIP DISCLOSURE – SPU DUE DILIGENCE

The successful Consultant shall provide sufficient beneficial ownership information to enable the University to identify the natural persons who ultimately own or control the Consultant, in accordance with applicable Kenyan company requirements and the University's due diligence procedures. Information shall be handled in accordance with applicable data protection requirements and shall not be published by SPU unless required by law.

Consultant: _____

Beneficial Owner(s): _____

Ownership/control details: _____

Authorised Representative: _____

Signature: _____ Date: _____