



KEWISCO REGULATED NON-WDT SACCO LIMITEI

WEST END PLACE BUILDING OFF LANGATA ROAD
P.O Box 4491-00200 Nairobi, TEL: 0111120600/1/2/3/4/5
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Email: info@kewiscosacco.org

INVITATION FOR PROPOSALS FOR MECHANICAL ENGINEERING CONSULTANCY SERVICES

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KEWISCO Regulated Non-WDT- SACCO Ltd is a Savings and Credit Society Ltd, a premier Sacco of choice registered under the Co-operative Societies Act, CAP 490 and regulated by SASRA. The Sacco vision is to empower members through mobilization of savings and provision of affordable, market-driven solutions for growth and wealth creation.

The Sacco invites Request for Proposals (RFP) from interested and eligible professional Mechanical Engineers or firms for the development of its own offices along Lang'ata South Road, off Lang'ata Road. The construction budget is in the range of Ksh. 40 - 80 million.

The Mechanical Engineer shall provide Mechanical Engineering Consultancy Services, as part of the project team, from preliminary designs to detailed designs including submission to County Government for approval (where applicable) and supervision of the works. He will also participate in tender documentation and procurement of contractors and sub-contractors.

The Mechanical Engineer shall have a Bachelor's degree in Mechanical Engineering or equivalent qualification.

Interested and eligible bidders may download the RFP documents for free and obtain further information from the Sacco website at <https://kewiscosacco.org>.

Sealed bids MUST be deposited at the tender box at the address shown below not later than **Monday 27th April, 2026. Time 10:00a.m.**

Chief Executive Officer,

KEWISCO Regulated Non -WDT Sacco Society Ltd,

P.O. Box 4491-00200 Nairobi.

**West End Place, Nairobi West, off Langa'ta Road, 1st Floor Email Address:
ceo@kewiscosacco.org**



KEWISCO Regulated Non -WDT- Sacco Society Ltd, P.O.
Box 4491-00200 Nairobi.
West end Place, Nairobi West off Langa'ta Road, 1st Floor
Telephone No: 0111120600/1-5

BID No. KEW/06/004/2026

**REQUEST FOR PROPOSALS
FOR MECHANICAL ENGINEERING CONSULTANCY**

SERVICES FOR

**"THE PROPOSED OFFICE BLOCK CONSTRUCTION FOR KEWISCO
REGULATED NON WDT SACCO LIMITED ON LANG'ATA SOUTH ROAD, OFF
LANG'ATA ROAD L.R. No. NAIROBI/BLOCK148/2102)"**

CLOSING DATE: MONDAY 27TH APRIL, 2026. TIME: 10.00AM

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SECTION A: -

TENDER NOTICE

REQUEST FOR PROPOSALS FOR MECHANICAL ENGINEERING CONSULTANCY SERVICES FOR THE PROPOSED OFFICE BLOCK CONSTRUCTION FOR KEWISCO REGULATED NON WDT SACCO LIMITED ON LANG'ATA SOUTH- ROAD, OFF LANG'ATA ROAD

KEWISCO Regulated Non-WDT- SACCO Ltd is a Savings and Credit Society Ltd, a premier Sacco of choice registered under the Co-operative act with a vision to empower members through mobilization of savings and provision of affordable market driven solutions for growth and wealth creation. Core business is savings and services.

The KEWISCO Sacco invites sealed bids from Individual consultants to submit technical and financial proposals for the above tender.

1. The proposed site is located on Lang'ata South Road, off Lang'ata Road. The scope of the works entails provision of consultancy services in Mechanical Engineering from inception to closeout.
2. Interested and eligible candidates may obtain further information from the KEWISCO Sacco website <https://kewiscosacco.org> or get in touch with KEWISCO Sacco Headquarters during normal working hours.
3. Complete sets of the RFP documents can be downloaded from the website; <http://kewiscosacco.org> by interested bidders.
4. Duly completed RFP documents for preliminary and technical proposal requirements and financial proposals (Please note that only **one (1) original** of each proposal is required) are to be enclosed in plain sealed envelopes marked with the **tender name** and **reference number** and deposited in the tender box at **KEWISCO Regulated Non -WDT- Sacco Society Ltd**, West End Place, Nairobi West, off Langa'ta Road, 1st Floor Main Reception addressed to **Chief Executive Officer** be received on or before **MONDAY 27TH APRIL,2026. TIME: 10.00AM**

Chief Executive Officer,
KEWISCO Regulated Non -WDT- Sacco Society Ltd,
P.O. Box 4491-00200 Nairobi.
West End Place, Nairobi West, off Lang'ata Road, 1st Floor

Email address: ceo@kewiscosacco.org

5. Late bids, portions of bids, electronic bids shall not be accepted for evaluation irrespective of circumstances.
6. Proposals will be opened immediately thereafter in the presence of the candidates who choose to attend or their appointed representatives.
7. Prices quoted should be inclusive of all taxes and delivery costs, and must be in Kenya Shillings and shall remain valid for 120 days from closing date of the tender.
8. Canvassing or lobbying for the tender shall lead to automatic disqualification.

SECTION B: -

INFORMATION TO CONSULTANTS (ITC)

1. Introduction 1.1

The Client named in Annex “A” will select an individual Consultant from among the bidders, in accordance with the method of selection detailed under this section

1.2

The consultants are required to submit both a Technical Proposal and a Financial Proposal, as specified in Annex “A” for consulting services required for the assignment named in the said Annex. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected individual.

1.3

The consultants must familiarize themselves with local conditions and consider them in preparing their proposals. To obtain first-hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal. Consultants should contact the officials named in Annex “A” to arrange for any visit or to obtain additional information. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.4

The Client will provide the inputs specified in Annex “A”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.

1.5

Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.

**²Clarification
amendment of
RFP Documents**

2.1

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

Submission date

**Amendment
Of RFP document**

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

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

2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by the bidding individual, amend the RFP. Any amendment shall be issued in writing through Tender Notice. Tender Notice shall be sent by mail to all invited consultants and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

**3. Preparation
of Proposal
Technical
Proposal**

3.1 The Consultants proposal shall be written in English.
Language.

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

3.4 The Technical Proposal shall provide the following Information using the attached Standard Forms;

(i) A brief description of the individual and an outline of recent experience on assignments of a similar nature. Either as Consultant Mechanical Engineer or as an employee of Mechanical Engineering firm.

(ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.

(iii) A description of the methodology and work plan for performing the assignment.

- (iv) Detailed and signed CV showing Key information should include number of years worked, firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
- (v) Estimates of the total time needed to carry out the assignment supported by Gantt chart ,
- (vi) A detailed description of the proposed methodology,
- (vii) Any additional information requested in Annex "A".

3.5 The Technical Proposal shall not include any financial information, but shall include mandatory preliminary requirements.

Financial proposal 3.6

In preparing the Financial Proposal, consultants are expected and take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including; (a) remuneration, and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.

- 3.7 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, Consultants shall express the price of their services in Kenya Shillings
- 3.8 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal Submission Form.
- 3.9 The Proposal must remain valid for **120 days** after the submission date. The Consultant shall include in his submissions a declaration confirming the **120 days'** validity period. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

**4. Submission, Receipt, 4.1
Proposals**

The original proposal (Technical Proposal and Financial shall be prepared in indelible ink. It shall contain NO interlineations or overwriting, except as necessary to correct errors Any such corrections must be initialed by the person or authorized to sign the proposals.

- 4.2 For each proposal, the consultants shall prepare the number of copies indicated in Annex "A". Each Technical Proposal and Financial Proposal shall be marked "**ORIGINAL**".
- 4.3 The original of the Technical Proposal alongside mandatory requirements shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL,**" and the original of the Financial Proposal in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**". Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in Annex "A"
- 4.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in Annex "A". Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.
- 4.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client until all submitted technical proposals are opened and evaluated

**5. Proposal
Evaluation 5.1
General**

From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in Annex "A". Any effort by the firm

to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant's proposal.

- Evaluation of Technical Proposals**
- 5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
- 5.3 A committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the tender submission requirements and extent to which the evaluation criteria are met.
- Each responsive proposal will be given a technical score. A proposal shall be rejected at this stage if it fails to achieve the minimum technical score or cut off mark indicated in Annex "A".
- Public Opening and Evaluation of Financial Proposals.**
- 5.4 The name of the consultant, the technical scores and the proposed prices shall be read and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the opening.
- 5.5 The Client will determine whether the financial proposals are complete (i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors.
- The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.

6. Negotiations

- 6.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in Annex “A”. The aim is to reach agreement on all points and sign a contract.
- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), and any suggestions made by the individual to improve the Terms of Reference. The Client and individual consultant will then work out final Terms of Reference, bar charts indicating activities, , staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 6.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates
- 6.4 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected consultant will initial the agreed Contract.
- 6.5 If negotiations fail, the Client will invite the consultant whose proposal received the second highest score to negotiate a contract.

7. Award of Contract

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

8. Confidentiality and recommendations

- 8.1 Information relating to evaluation of proposals and

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

**9. Corrupt or
fraudulent
Practices**

9.1 The procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

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

ANNEX "A"

Clause Reference

- 1.1 The name of the client is:
KEWISCO Regulated Non-WDT- Sacco Society Ltd.
- 1.2 The method of selection is: *Quality and Cost Based Selection* A formula for combining the technical and financial score shall be used. Technical 70% and Financial 30%.

Technical and Financial Proposals are requested: *Yes*

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

**REQUEST FOR PROPOSALS FOR MECHANICAL
ENGINEERING CONSULTANCY SERVICES FOR THE
PROPOSED OFFICE BLOCK CONSTRUCTION FOR KEWISCO
REGULATED NON WDT SACCO LIMITED ON LANG'ATA
SOUTH-ROAD, OFF LANG'ATA - KAREN ROAD**

A pre-proposal conference will not be held:

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

**Chief Executive Officer,
KEWISCO Regulated Non -WDT- Sacco Society Ltd,
P.O. Box 4491-00200 Nairobi.
West end Place, Nairobi West off Langa'ta Road, 1st Floor
Email Address: ceo@kewiscosacco.org**

- 1.4 The client shall also give assistance to facilitate the timely granting of the Consultant and his personnel of:
- i). Unobstructed access to all sites and locations involved in carrying out the services

(ii) The minimum required experience in years of Mechanical Engineer is as shown here under, 7 years post registration experience.

- **Education:**
 - Bachelor's degree in Mechanical Engineering, or related field.
 - Master's degree is an advantage.
- **Experience:**
 - Minimum [7] years' proven post registration experience in providing Mechanical Engineering services in a medium to large-scale building/construction projects.
 - Demonstrated ability to deliver projects on time, within budget, and to specification.
 - Evidence of having provided Mechanical Engineering services in similar completed projects
- **Certifications:**
 - Professional memberships of recognized professional bodies like EBK ; IEK
 - Health & Safety certifications (e.g OSHA).
 - Valid practicing license (*Must*)

An Evaluation grid is attached (Annex C).

1.5 (ii) The Fees for these Services

Shall be paid on *pro rata* basis pegged on work progress.

1.6 Taxes:

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

1.7 Consultants must submit one original and zero copies of each proposal.

1.8 The proposal submission address is:

Chief Executive Officer,
KEWISCO Regulated Non -WDT- Sacco Society Ltd,
P.O. Box 4491-00200 Nairobi.
West end Place, Nairobi West off Langa'ta Road, 1st Floor

Email address: ceo@kewiscosacco.org

The outer envelope shall also be clearly marked:

“BIDS FOR MECHANICAL ENGINEERING CONSULTANCY SERVICES FOR THE PROPOSED OFFICE BLOCK CONSTRUCTION FOR KEWISCO REGULATED NON WDT SACCO LIMITED ON LANG’ATA SOUTH-ROAD, OFF LANG’ATA ROAD

1.9 Proposals must be submitted not later than :
MONDAY 27TH APRIL,2025. TIME: 10.00AM Kenyan Time

2.0 The minimum technical score required to qualify for financial evaluation is 70%
The assignment is expected to commence *immediately after signing of the contract by all parties.*

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

TECHNICAL EVALUATION CRITERIA

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

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

Important:

The information submitted should be that of the specific individual consultant in question. It should only relate to the services you propose to offer.

STAGE 1: Preliminary Evaluation

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

PRELIMINARY EVALUATION OF MANDATORY REQUIREMENTS (to be enveloped alongside technical proposal)
Mandatory Requirements
i. Company Profile (where applicable)
ii. KRA Pin Registration certificate –Company/Individual (as applicable)
iii. KRA Tax compliance Certificate Company/Individual(as applicable)
iv. VAT registration (where applicable)
v. Certificate of Incorporation/ID
vi. Valid Registration Certificate &Practicing License. (EBK, IEK....)
vii. Technical proposal submitted 1 (One) Original
viii. Financial proposal submitted 1 (One) Original

Note: All the above documents above should be packaged and arranged in that order all paginated consecutively under the preliminary evaluation criteria section of the tender document.

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

STAGE 2: Technical Evaluation		
Requirements		
Detailed technical Specifications/ Description of requirements		Max score
methodology	Adequacy of the proposed technical approach, methodology and work plan in responding to the Terms of Reference	(5marks)
	Understanding of the objectives of the assignment	(10 marks)
	If the consultant understands specific requirements for carrying out the Mechanical Engineering role detailing clear understanding of processes	(20 marks)
	If the Consultant has outlined a clear and concise methodology,	(5marks)
	If the consultant understands the requirements for reports, reporting including project closure	(5 marks)
	Relevant comments on the Terms of Reference	(5marks)
Proof of Work Experience	10 years of active post-registration experience in built environment in various roles as a Mechanical Eng.	(10 marks)
	specific assignment Experience as an Mechanical Engineer in a single building construction project with value of at least 75 million, from inception to completion	(10 marks)
	Evidence of involvement in an Office Construction project in Nairobi or its Environs	(10 marks)
	Evidence of general familiarity of operations procedures of a Sacco or any other financial institution e.g bank demonstrated through any form of past engagements with a Sacco either as consultant, employee or official.	(5 marks)
Assignment work plan	Pre-construction stage	5 marks
	Construction stage	5 marks
	Post construction stage	5 marks
TOTAL		100 mks
Only bidders who will score 70% or above shall proceed to the next stage of evaluation		

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

Evaluation and consideration of the financial proposals

- i. Only the financial proposals of the consultants that score 70% and above in technical evaluation shall be evaluated for responsiveness.
- ii. The financial proposals of Consultants that score below 70% shall remain sealed and unopened and will be returned to the bidders after the conclusion of the procurement process.

SECTION C: -
TECHNICAL PROPOSAL – STANDARD FORMS

These forms shall include;

- i) Technical Proposal submission form.
- ii) Consultants 's references
- iii) Comments and suggestions of consultants on the Terms of Reference and on data, services and facilities to be provided by the Client.
- iv) Description of the methodology and work plan for performing the assignment.
- v) Format of curriculum vitae (CV) for the consultant
- vi) Assignment (work plan) schedule. /Time schedule for proposed activities

(i). TECHNICAL PROPOSAL SUBMISSION FORM

27th APRIL,2026

To: Chief Executive Officer,
KEWISCO Regulated Non -WDT- Sacco Society Ltd,
P.O. Box 4491-00200 Nairobi.
West end Place, Nairobi West off Langa'ta Road, 1st Floor
Telephone No: 0111120600/1-5

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for Position of 'Mechanical Engineer' in accordance with your Request for Proposal dated _____ [Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, [and a Financial Proposal sealed under a separate envelope-*where applicable*].

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

We remain,

Yours sincerely,

_____ [Authorized Signature]

_____ [Name and Title of Signatory]

_____ [Address:]

(ii). INDIVIDUAL CONSULTANT REFERENCES

**Relevant Services Carried Out in the Last 10 Years
That Best Illustrate Qualifications**

Using the format below, provide information on each assignment for which either individually as a corporate entity or in association, was legally contracted (**provide credible documentary evidence of involvement and role played,**)

Assignment Name:	Country
Name of Client:	Contact person
Address/location	Duration
Approximate value	
Narrative description of the project	
Completion status	

Name and title of signatory; _____

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

On the Terms of Reference:

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

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

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

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

(v) CURRICULUM VITAE (CV) FOR INDIVIDUAL CONSULTANT

Proposed Position: _____

Name _____

Profession: _____
(attach registration and valid practicing license)

Cumulative experience (yrs): _____

Membership in Professional Societies: _____

Date of Birth: _____

Key Qualifications:

[Give an outline experience and training most pertinent to tasks on assignment. Describe degree of responsibility on relevant previous assignments and give dates and locations].

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]

Employment Record:

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

Certification:

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

_____ Date: _____ [Signature
Full name of name

(Vi). WORK PLAN FOR PERFORMING THE ASSIGNMENT

(weeks from the start of assignment)

stage	Assignment Activity description										
Pre- construction											
construction											
Post -construction											

SECTION D: -

FINANCIAL PROPOSAL – STANDARD FORMS

These forms shall include;

- i) Financial Proposal submission form.

FINANCIAL PROPOSAL SUBMISSION FORMS

_____ [Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for (_____ -
_____)

[Title of consulting services] in accordance with your Request for Proposal dated
(_____) *[Date]* and our Proposal. Our attached (Financial
Proposal is for the sum of (_____)
[Amount in words and figures] inclusive of the taxes. (Attach a breakdown in annexed
format)

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

We remain,

Yours sincerely,

_____ *[Authorized Signature]*

_____ *[Name and Title of Signatory]:*

_____ *[Address]*

Financial proposal breakdown

Breakdown of financial proposal as based on key deliverables

(For those deliverables that may not be listed but form part of Mechanical Engineering Services –Vide TOR, it will be construed that the cost associated with them is spread among other deliverables. There shall be no room for further cost adjustment at a later stage)

	Deliverables	Price Sum, (Lump All Inclusive)	Delivery time/time period
	Total		

SECTION E: -

TERMS OF REFERENCE FOR REQUEST FOR PROPOSALS FOR MECHANICAL ENGINEERING CONSULTANCY SERVICES FOR THE PROPOSED OFFICE BLOCK CONSTRUCTION FOR KEWISCO REGULATED NON WDT SACCO LIMITED ON LANG'ATA SOUTH- ROAD, OFF LANG'ATA - KAREN ROAD

1.0 SCOPE OF SERVICES

The services to be provided shall be Mechanical Engineering Consultancy services in nature covering all stages of the project, brief taking from Client to Designs and supervisions during construction and Finishes stages. Procurement of other contractor(s) (main and sub-Contractors) to the completion of the project. It would require completion report and 'As Built' Drawings after Defects Liability Period.

2.0 Responsibilities

The Mechanical Engineer shall provide services across the following project phases:

2.1 Concept and Schematic Design

- Undertake site and project requirements analysis
- Develop **conceptual mechanical system options** including:
 - HVAC systems (e.g., split units, VRF)
 - Plumbing and drainage systems
 - Fire protection systems
- Prepare **preliminary cooling load calculations**
- Define **plant space requirements**
- Recommend energy-efficient and sustainable solutions
- Submit a **Concept Design Report**

2.2 Detailed Design Development

a) HVAC Systems

- Detailed cooling and ventilation load calculations

- Equipment sizing and selection
- Ductwork and piping layouts
- Fresh air and indoor air quality design

b) Plumbing & Drainage

- Water demand and storage calculations
- Cold and hot water supply systems
- Soil, waste, and vent systems
- External drainage and manhole layouts

c) Fire Protection Systems

- Fire hydrant and hose reel systems
- Sprinkler system (if applicable)
- Fire pump sizing and layout

d) Ancillary Systems

- Rainwater harvesting system
 - Water pressure boosting system
 - Mechanical ventilation (toilets, plant rooms, parking if any)
-

2.3 Preparation of Drawings

Prepare coordinated and detailed drawings including:

- HVAC layouts and schematics
- Plumbing and drainage layouts
- Fire protection system drawings
- Plant room layouts
- Builder's work drawings (openings, sleeves, trenches)

All drawings shall be:

- Coordinated with other disciplines
 - Produced in **AutoCAD/Revit formats**
-

2.4 Technical Specifications

- Prepare detailed specifications covering:
 - Materials
 - Equipment standards

- Installation methods
 - Ensure compliance with:
 - Kenya Building Code
 - Relevant BS/EN and ASHRAE standards
 - Local authority requirements
-

2.5 Bills of Quantities (BoQ) Support

- Provide technical input to the Quantity Surveyor
 - Review and validate BoQs for mechanical works
 - Ensure alignment between drawings, specifications, and quantities
-

2.6 Tender Documentation and Support

- Prepare mechanical sections of tender documents
 - Respond to tender queries (RFIs)
 - Assist in:
 - Technical evaluation of bids
 - Review of contractor proposals
-

2.7 Approvals and Regulatory Compliance

- Prepare and submit drawings for approval to:
 - Nairobi County Government
 - Fire and safety authorities
 - Ensure all systems meet statutory requirements
-

2.8 Construction Supervision

- Review and approve:
 - Shop drawings
 - Material submittals
 - Conduct regular **site inspections**
 - Issue site instructions and reports
 - Attend site and coordination meetings
-

2.9 Testing and Commissioning

- Develop commissioning requirements and checklists
 - Witness testing of:
 - HVAC systems
 - Water supply and drainage systems
 - Fire protection systems
 - Prepare commissioning reports
-

3.0 Project Handover

- Review and approve:
 - As-built drawings
 - Operation & Maintenance Manuals
 - Verify system functionality
 - Support final project handover
-

3.1 Defects Liability Period

- Conduct periodic inspections
 - Advise on defects and corrective actions
 - Support resolution of system-related issues
-

4. Deliverables

The consultant shall provide the following:

- Concept Design Report
 - Detailed Design Report
 - Complete set of Mechanical Drawings
 - Technical Specifications
 - Input to Bills of Quantities
 - Tender Documentation Inputs
 - Site Inspection Reports
 - Commissioning Reports
 - As-built Drawings
 - O&M Manuals
-

5. Duration of the Assignment

The consultancy services shall align with the project timeline, estimated as follows:

- Design Phase: [Insert Duration]
 - Construction Phase: [Insert Duration]
 - Defects Liability Period: Typically 6–12 months post-completion
-

6. Reporting and Coordination

The Mechanical Engineer shall:

- Report to the **Lead Consultant / Project Manager**
 - Coordinate closely with:
 - Architect
 - Structural Engineer
 - Electrical Engineer
 - Quantity Surveyor
-

7. Required Qualifications and Experience

The Mechanical Engineering Consultant must:

- Be registered with the **Engineers Board of Kenya (EBK)**
 - Be a member of the **Institution of Engineers of Kenya (IEK)**
 - Have at least **5–10 years’ experience** in building services design
 - Demonstrate experience in **similar office/commercial projects**
 - Have proficiency in **design software (AutoCAD, Revit, HVAC tools)**
-

8. Facilities to be Provided by the Client

The Client shall provide:

- Architectural and structural drawings
 - Project brief and requirements
 - Access to site
 - Relevant approvals information (if available)
-

9. Payment Terms

Payments shall be structured based on milestones, typically:

- Concept Design Submission

- Detailed Design Completion
- Tender Documentation
- Construction Supervision (monthly or stage-based)
- Final Handover

(Exact structure to be defined in the agreement)

10. Confidentiality

All documents, reports, and data produced under this assignment shall remain the property of the Client and shall not be disclosed without prior written consent.

11. Submission Requirements

Interested consultants shall submit:

- Company profile
 - Relevant experience and references
 - Key personnel CVs
 - Technical proposal
 - Financial proposal
-

1 Concept and Schematic Design

- Undertake site and project requirements analysis
 - Develop **conceptual mechanical system options** including:
 - HVAC systems (e.g., split units, VRF)
 - Plumbing and drainage systems
 - Fire protection systems
 - Prepare **preliminary cooling load calculations**
 - Define **plant space requirements**
 - Recommend energy-efficient and sustainable solutions
 - Submit a **Concept Design Report**
-

3.2 Detailed Design Development

a) HVAC Systems

- Detailed cooling and ventilation load calculations
- Equipment sizing and selection

- Ductwork and piping layouts
- Fresh air and indoor air quality design

b) Plumbing & Drainage

- Water demand and storage calculations
- Cold and hot water supply systems
- Soil, waste, and vent systems
- External drainage and manhole layouts

c) Fire Protection Systems

- Fire hydrant and hose reel systems
- Sprinkler system (if applicable)
- Fire pump sizing and layout

d) Ancillary Systems

- Rainwater harvesting system
 - Water pressure boosting system
 - Mechanical ventilation (toilets, plant rooms, parking if any)
-

3.3 Preparation of Drawings

Prepare coordinated and detailed drawings including:

- HVAC layouts and schematics
- Plumbing and drainage layouts
- Fire protection system drawings
- Plant room layouts
- Builder's work drawings (openings, sleeves, trenches)

All drawings shall be:

- Coordinated with other disciplines
 - Produced in **AutoCAD/Revit formats**
-

3.4 Technical Specifications

- Prepare detailed specifications covering:
 - Materials
 - Equipment standards
 - Installation methods

- Ensure compliance with:
 - Kenya Building Code
 - Relevant BS/EN and ASHRAE standards
 - Local authority requirements
-

3.5 Bills of Quantities (BoQ) Support

- Provide technical input to the Quantity Surveyor
 - Review and validate BoQs for mechanical works
 - Ensure alignment between drawings, specifications, and quantities
-

3.6 Tender Documentation and Support

- Prepare mechanical sections of tender documents
 - Respond to tender queries (RFIs)
 - Assist in:
 - Technical evaluation of bids
 - Review of contractor proposals
-

3.7 Approvals and Regulatory Compliance

- Prepare and submit drawings for approval to:
 - Nairobi County Government
 - Fire and safety authorities
 - Ensure all systems meet statutory requirements
-

3.8 Construction Supervision

- Review and approve:
 - Shop drawings
 - Material submittals
 - Conduct regular **site inspections**
 - Issue site instructions and reports
 - Attend site and coordination meetings
-

3.9 Testing and Commissioning

- Develop commissioning requirements and checklists
 - Witness testing of:
 - HVAC systems
 - Water supply and drainage systems
 - Fire protection systems
 - Prepare commissioning reports
-

3.10 Project Handover

- Review and approve:
 - As-built drawings
 - Operation & Maintenance Manuals
 - Verify system functionality
 - Support final project handover
-

3.11 Defects Liability Period

- Conduct periodic inspections
 - Advise on defects and corrective actions
 - Support resolution of system-related issues
-

4. Deliverables

The consultant shall provide the following:

- Concept Design Report
 - Detailed Design Report
 - Complete set of Mechanical Drawings
 - Technical Specifications
 - Input to Bills of Quantities
 - Tender Documentation Inputs
 - Site Inspection Reports
 - Commissioning Reports
 - As-built Drawings
 - O&M Manuals
-

5. Duration of the Assignment

The consultancy services shall align with the project timeline, estimated as follows:

- Design Phase: [Insert Duration]
 - Construction Phase: [Insert Duration]
 - Defects Liability Period: Typically 6–12 months post-completion
-

6. Reporting and Coordination

The Mechanical Engineer shall:

- Report to the **Lead Consultant / Project Manager**
 - Coordinate closely with:
 - Architect
 - Structural Engineer
 - Electrical Engineer
 - Quantity Surveyor
-

7. Required Qualifications and Experience

The Mechanical Engineering Consultant must:

- Be registered with the **Engineers Board of Kenya (EBK)**
 - Be a member of the **Institution of Engineers of Kenya (IEK)**
 - Have at least **5–10 years’ experience** in building services design
 - Demonstrate experience in **similar office/commercial projects**
 - Have proficiency in **design software (AutoCAD, Revit, HVAC tools)**
-

8. Facilities to be Provided by the Client

The Client shall provide:

- Architectural and structural drawings
 - Project brief and requirements
 - Access to site
 - Relevant approvals information (if available)
-

9. Payment Terms

Payments shall be structured based on milestones, typically:

- Concept Design Submission
- Detailed Design Completion
- Tender Documentation
- Construction Supervision (monthly or stage-based)
- Final Handover

(Exact structure to be defined in the agreement)

10. Confidentiality

All documents, reports, and data produced under this assignment shall remain the property of the Client and shall not be disclosed without prior written consent.

11. Submission Requirements

Interested consultants shall submit:

- Company profile
 - Relevant experience and references
 - Key personnel CVs
 - Technical proposal
 - Financial proposal
-

SECTION F:

STANDARD FORMS OF CONTRACT

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Special notes

Contract for Mechanical Engineering Consultancy

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 - 1.2 Law Governing the Contract
 - 1.3 Language
 - 1.4 Notices
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- Comments on Terms of Reference
- Description of the Methodology and
- Work plan for performing the assignment./Time schedule
- Curriculum Vitae
- Activity (Work plan) /Time Schedule Appendix
- Breakdown of Contract price in Kshs..
- Other submissions

- Technical proposal submission form
- Consultants References
- Financial proposal submission form Appendix

Special Notes

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

CONTRACT FOR CONSULTANT'S SERVICES

between

[name of the Client]

AND

[name of the Consultant]

Dated: _____ *[date]*

I. FORM OF CONTRACT

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

WHEREAS

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

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The following Appendices: [*Note: If any of these Appendices are not used, they should be deleted from the list*]

- Letter of Award and Acceptance
- Terms of Reference
- Comments on Terms of Reference
- Description of the Methodology and
- Work plan for performing the assignment
- Curriculum Vitae
- Breakdown of Contract price in Kshs..
- Other submissions
 - Technical proposal submission form

- Firm's References
- Financial proposal submission form Appendix

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:

- (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

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

[full name of Client's
Authorized representative _____

[title] _____

[signature] _____

[date] _____

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

[full name of Consultant's authorized representative]

[title] _____

[signature] _____

[date] _____

GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

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

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

- (j) “Personnel” means persons hired by the Consultant or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof;
- (k) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (l) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and
- (m) “Sub-consultant” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

1.2 Law Governing the Contract

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

1.3 Language

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

1.4 Notices

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

1.5 Location

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

1.6 Authorized

Any action required or permitted to be taken and

- Representatives** any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.
- 1.7 Taxes and Duties** The Consultant, Sub-consultant[s] and them personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both Parties and such other later date as may be stated in the SC.
- 2.2 Commencement of Services** The Consultant shall begin carrying out the Services (five) days after the date the Contract becomes effective or at such other date as may be specified in the SC.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period, after the Effective Date, as is specified in the SC.
- 2.4 Modification** Modification of the terms and Conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.
- 2.5 Force Majeure**
- 2.5.1 Definition** for the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.2 No Breach of Contract** The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a

breach of,

Default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

**2.5.3 Extension
Of Time**

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

2.5.4 Payments

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

2.6 Termination

**2.6.1 By the
Client**

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

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

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

For the purpose of this clause;

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

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

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

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

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

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

- (a) Remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

- (b) Except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable costs incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

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

3.2 Conflict of Interests

- 3.2.1 Consultant (i) Not to Benefit from Commissions, Discounts, Etc.** discount
- The remuneration of the Consultant **pursuant to** Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and the Consultant shall not accept for his own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.
- (ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an

adviser (directly or indirectly) of potential purchasers of such assets.

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

3.2.2 Consultant of this and Affiliates Not to be Otherwise Interested in Project

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

3.2.3 Prohibition of Conflicting Activities

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

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

3.3 Confidentiality	The Consultant, his sub consultant[s] and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
3.4 Insurance to be Taken Out by the Consultant	The Consultant (a) shall take out and maintain and shall cause any sub consultant[s] to take out and maintain, at his (or the sub consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.
3.5 Consultant's Actions Requiring Client's Prior Approval	<p>The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions;</p> <ul style="list-style-type: none"> a) entering into a sub-contract for the performance of any part of the Services, b) Appointing such members of the personnel not listed by name in Appendix C ("Key Personnel and Sub consultants").
3.6 Reporting Obligations	The Consultants shall submit to the Client the reports and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.
3.7 Documents prepared by the Consultant to be the Property of the Client	All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of the Client and Consultant shall,

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

4. CONSULTANT'S PERSONNEL

- 4.1 Description of Personnel** The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub consultants listed by title as well as by name in Appendix C are hereby approved by the Client.
- 4.2 Removal and/or Replacement Of Personnel**
- (a) Except as the Client may otherwise agree, no Changes shall be made in the Key Personnel.
- If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel; the Consultant shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client finds that any of the Personnel have
- (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) The Consultant shall have no claim for additional costs arising out of or incidental

to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

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

5.2 Change in the Applicable Law

If after the date of this Contract, there is any change in the Laws of Kenya with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Consultant, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties and corresponding adjustments shall be made to the amounts referred to in Clause 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

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

6. PAYMENTS TO THE CONSULTANT

6.1 Remuneration

The Consultant's total remuneration shall not exceed the Contract Price and shall be paid based on pro-rata basis pegged on certified work progress including all staff costs, Sub consultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price

The price payable is set forth in the Special Conditions.

- 6.3 Payment for Additional Services** For the purposes of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the Contract price is provided in Appendices D.
- 6.4 Terms and Conditions of Payment** Payments will be made to the account of the Consultant and according to the payment schedule stated in the “Special Conditions of Contract”.
- 6.5 Interest on Delayed Payment** Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4. If the Client has delayed payments beyond ninety (90) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya’s average rate for base lending.

7. SETTLEMENT OF DISPUTES

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

Such arbitration shall be guided by the Arbitration Act, Cap 49 of the laws of Kenya.

III. SPECIAL CONDITIONS OF CONTRACT

Number of GC	Amendments of and Supplements to Clauses in the General Conditions of Contract	Clause
--------------	--	--------

1. 1(i) The Member in Charge is _____ *[name of Member]*

1.4 The addresses are:

Client: _____

Attention: _____

Telephone: _____

Telex; _____

Facsimile: _____

Consultant: _____

Attention: _____

Telephone; _____

Telex: _____

Facsimile: _____

1.6 The Authorized Representatives are:

For the Client: _____

For the Consultant _____

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

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

2.2 The date for the commencement of Services is _____[date]

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

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

3.4 The risks and coverage shall be:

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

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

(iii) Third party Liability:

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

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

6.4 Payments shall be made prorate basis pegged on work progress

Payments in Kshs. shall be made to the following Account

Account Number: _____

Account Name: _____

Bank: _____

Address: _____

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

IV. Appendices

APPENDIX A: LETTER OF AWARD AND ACCEPTANCE (to be inserted)

APPENDIX B: TERMS OF REFERENCE (to be inserted)

APPENDIX C: COMMENTS ON TERMS OF REFERENCE (to be inserted)

**APPENDIX D: DESCRIPTION OF THE METHODOLOGY AND
WORKPLAN FOR PERFORMING THE ASSIGNMENT
(to be inserted)**

**APPENDIX E: CURRICULUM VITAE (CV) FOR THE MECHANICAL
ENGINEER
(to be inserted)**

APPENDIX F: ACTIVITY (WORKPLAN)/TIME SCHEDULE (to be inserted)

APPENDIX G: FINANCIAL PROPOSAL

APPENDIX H: OTHER SUBMISSIONS

- *Technical proposal submission form*
- *Firm's References*
- *Financial proposal submission form*

APPENDIX I K: Request for proposals (to be inserted)

A: Appendix to Information to Other Consultants

The following information for procurement of consultancy services and selection of consultants shall complement or amend the provisions of the information to consultants, wherever there is a conflict between the provisions of the Information and to consultants and the provisions of the appendix, the provisions of the **appendix herein shall prevail** over those of the information to consultants.

Data Sheet

A. General	
	<p>Name of the Client</p> <p style="text-align: center;">KEWISCO Regulated Non -WDT- Sacco Society Ltd, P.O. Box 4491-00200 Nairobi. West end Place, Nairobi West off Langa'ta Road, 1st Floor</p> <p style="text-align: center;">Email Address: ceo@kewiscosacco.org</p>
	<p>Financial proposal to be submitted together with Technical Proposal: YES, but sealed in a separate envelope marked "Do not open with Technical proposal"</p> <p>ONLY TECHNICAL PROPOSAL WILL BE OPENED FIRST and Financial proposal opened after completion of technical evaluation</p> <p>The name of the assignment is:</p> <p style="text-align: center;">REQUEST FOR PROPOSALS FOR MECHANICAL ENGINEERING CONSULTANCY SERVICES FOR THE PROPOSED OFFICE BLOCK CONSTRUCTION FOR KEWISCO REGULATED NON WDT SACCO LIMITED ON LANG'ATA SOUTH-ROAD, OFF LANG'ATA - KAREN ROAD</p>
	A pre-proposal conference will be held: No
	<p>The Client will provide the consultants with the following documents:</p> <ul style="list-style-type: none"> • Terms of reference as part of this RFP

B. Preparation of Proposals	
	<p>This RFP has been issued in the English language Proposals shall be submitted in English language. All correspondence exchange shall be in English language.</p>
	<p>Participation of Sub-consultants and Non-Key Experts in more than one Proposal is permissible. No</p>
	<p>Proposal must remain valid for 90 calendar days after the proposal submission deadline</p>
	<p>Clarifications may be requested not later than (Seven) 5 days prior to the submission deadline</p> <p>The contact for requesting clarification is:</p> <p style="text-align: center;">Chief Executive Officer, KEWISCO Regulated Non -WDT- Sacco Society Ltd, P.O. Box 4491-00200 Nairobi. West end Place, Nairobi West off Langa'ta Road, 1st Floor</p> <p style="text-align: center;">Email Address: ceo@kewiscosacco.org</p>
C. Submission, Opening and Evaluation	
	<p>The consultants shall <u>NOT</u> have the option of submitting their Proposals electronically.</p>
	<p>NB: All pages of the Original Technical Proposal should be serialized.</p>
	<p>The Proposal must be submitted not later than: Date: MONDAY 27TH APRIL,2026. TIME: 10.00AM Kenyan Time</p>
	<p>The opening of the Proposal shall take place at: KEWISCO SACCO OFFICES AT West end Place, Nairobi West off Langa'ta Road, 1st Floor</p>

	<p>Negotiation and Award</p> <p>Expected date for contract negotiations: Date: (To be Agreed) Executive Boardroom</p> <p>Expected date of Commencement of the Services: Date (to be agreed)</p>