



**WATER RESOURCES AUTHORITY**  
*Accounting for Every Drop!*

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## **REQUEST FOR PROPOSALS (RFP)**

**TENDER NAME: PROVISION OF CONSULTANCY SERVICES FOR DEVELOPMENT OF  
NEW STRATEGIC PLAN (2018-2023)**

**RFP NO: WRA/ RFP/1/2018-2019**

**The Chief Executive Officer,  
Water Resources Authority,  
P. O. Box 45250-00100  
Nairobi**

**Telephone: 2732291, 2729048/9**

**Fax: 2729950**

**Website: [www.wra.go.ke](http://www.wra.go.ke)**

**August, 2018**

## Table of Contents

REGISTRATION FORM FOR ONLINE TENDERERS/ BIDDERS/SUPPLIERS.....	3
SECTION I - INVITATION TO TENDER.....	4
SECTION II – INFORMATION TO CONSULTANTS (ITC).....	6
2.3 Preparation of Technical Proposal.....	7
2.4 Preparation of Financial Proposal.....	9
2.5 Submission, Receipt, and Opening of Proposals.....	10
2.6 Proposal Evaluation General.....	11
2.7 Evaluation of Technical Proposal.....	11
4. FINANCIAL EVALUATION.....	14
Technical/Oral Presentation Interview.....	15
2.13 APPENDIX TO INFORMATION TO CONSULTANTS.....	19
SECTION III: - TECHNICAL PROPOSAL.....	21
SECTION IV: - FINANCIAL PROPOSAL.....	31
SECTION V: - TERMS OF REFERENCE.....	36
SECTION VII: STANDARD FORMS OF CONTRACT.....	46
ANTI-CORRUPTION AFFIDAVIT.....	50
STATEMENT/DECLARATION FORM.....	51
ANNEXURES.....	66
Annexure - I Bid Formats.....	66
Annexure – II Formats for Prequalification Proposal.....	70
Annexure – III – Technical evaluation scoring matrix & response forms.....	74
Annexure – IV – All Mandatory Undertakings.....	77

**REGISTRATION FORM FOR ONLINE TENDERERS/  
BIDDERS/SUPPLIERS**

Tender No. **WRA RFP/1/2018-2019**

**TENDER NAME: PROVISION OF CONSULTANCY SERVICES FOR  
DEVELOPMENT OF NEW STRATEGIC PLAN (2018-2023)**

NOTE: Please provide your details below for purposes of communication in case you download this tender document from Treasury Supplier Portal or WRA website.

Name of the firm: .....

Postal Address: .....

Telephone Contacts: .....

Company email address: .....

Contact Person: .....

Once completed please submit this form to the email below:  
**procurement.wrma@gmail.com**

# SECTION I - INVITATION TO TENDER

14<sup>th</sup> August 2018.

TENDER REF NO. WRA/ RFP/1/2018-2019 TENDER NAME: PROVISION OF CONSULTANCY SERVICES FOR DEVELOPMENT OF NEW STRATEGIC PLAN (2018-2023)

1.1 Water Resources Authority (WRA) is a state corporation established under Section 11 of the Water Act, 2016. Pursuant to Section 6 of the Act which came in to effect on 21<sup>st</sup> April, 2017 vide Legal Notice No. 59, the Authority is an Agent of the National Government responsible for regulating the management and use of water resources. The Water Act, 2016 makes extensive provisions on the Authority's role in regulating the use and management of water resources.

WRA was operationalized vide Legal Notice No. 60 on 21<sup>st</sup> of April, 2017. However, the Authority has been in existence for 12 years following its' establishment under the Water Act, 2002 as Water Resources Management Authority (WRMA).

1.2 The Water Resources Authority (WRA) invites proposals for Provision of Consultancy Services for Development of New Strategic Plan (2018-2023)

More details of the requirements are provided in the TORs' here in:

The request for proposals (RFP) includes the following documents:

Section I - Letter of invitation

Section II-Information to consultants

Appendix to Consultants information

Section III - Terms of Reference

Section IV - Technical proposals

Section V - Financial proposal

Section VI - Standard Contract Form

1.3 The Consultants may obtain further information at the office of

**The Chief Executive Officer,**

**Water Resources Authority,**

**P. O. Box 45250-00100**

**Nairobi**

**Attn: Procurement**

**Procurement.wrma@gmail.com**

1.4 A complete set of tender documents shall be obtained by the Consultants free of charge from our website [www.wra.go.ke/downloads](http://www.wra.go.ke/downloads) or IFMIS portal: [supplier.treasury.go.ke](http://supplier.treasury.go.ke)

1.5 Prices quoted must be inclusive of all taxes and should remain valid for at least One Hundred And Twenty (120) days after the deadline of submission of the tenders.

1.6 Proposals to be deposited in the Tender Box located on 10<sup>th</sup> Floor NHIF, Building, Wing B.

1.7 Completed proposal documents in duplicate should be submitted in plain sealed envelopes and clearly marked “WRA/ RFP/1/2018-2019”; **Provision of Consultancy Services for Development of New Strategic Plan (2018-2023)**. The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL,**” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” and warning: “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**”. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in 1.3 above and be clearly marked, “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**” and addressed to:

The Chief Executive Officer  
Water Resources Authority,  
NHIF Building Wing B 9<sup>th</sup> Flr,  
Ragati Rd, off Ngong Rd Nairobi  
P. O. Box 45250-00100  
Nairobi  
Attn: Procurement  
Procurement.wrma@gmail.com

1.8 Water Resources Authority (WRA) reserves the right to accept or reject any offer giving reasons thereof and does not bind itself to accept the lowest or any tender.

*Bidders who do not adhere to the submission instruction shall be declared non responsive. Any canvassing or giving of false information will lead to automatic disqualification.*

Chief Executive Officer  
Water Resources Authority

## **SECTION II – INFORMATION TO CONSULTANTS (ITC)**

### **2.1 Introduction**

- 2.1.1 The Client named the Appendix to “ITC” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first-hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 The Procuring entity will provide the inputs specified in the Appendix “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2.1.6 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.

### **2.2 Clarification and Amendment of RFP Documents**

- 2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail or electronic mail to the Client’s address indicated in the Appendix “ITC”. 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.

2.2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by electronic 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.

## 2.3 Preparation of Technical Proposal

2.3.1 The Consultants proposal shall be written in English language.

2.3.2 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.

2.3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
- (ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or has an extended and stable working relationship with it.
- (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
- (v) Alternative professional staff shall not be proposed and **only one Curriculum Vitae (CV)** may be submitted for each position.
- (vi) Complete the Technical Proposal, addressing the Scope and Business Requirements included in Section III.
- (vii) Do not use less than a 12 point font for the Technical Proposal
- (viii) Do not exceed 30 pages for the Technical Proposal.
- (ix) Label any and all files using the corresponding Section numbers of the RFP so that Water Resources Authority (WRA) can easily organize and navigate the Consultant's Proposal.
- (x) Proofread your Proposal and make sure it is accurate and readily understandable.

2.3.4 The Technical Proposal shall provide the following information using the attached Standard Forms. The contents of each technical proposal package will include:

- (1) Technical Proposal (maximum of 30 pages, not including title pages, table of contents, cover letter and appendices/attachments)
  - A. **Cover page of this RFP** (excluded from page count):
  - B. **Executive Summary** (maximum of two pages): The Consultant shall demonstrate its understanding of Water Resources Authority (WRA) assignment objectives. The

Consultant shall summarize the key elements of its proposal response, including any factors that differentiate the Consultant's organization from its competitors. The Consultant shall present an overview of its capabilities and the methods it proposes to use to accomplish the tasks in the Scope of Work, and identify any significant difficulties it anticipates and provide its plan for resolution.

- C. **Company Overview and Qualifications** (maximum of five pages): The Consultant shall provide background and financial information on its organization, including: years of operation, type of organization (corporation, Limited etc.), organizational structure, number of employees, summary-level financial information demonstrating financial stability (including any significant litigation or pending litigation that could impact financial stability), and web site references (if applicable). The Consultant shall describe how the organization meets the minimum organizational requirements outlined in Section II. The Consultant shall describe its organizational experience in development of strategic plans. The Consultant shall describe its organizational experience in development of strategic plans at similar organizations (preferably public organizations). The Consultant shall identify clients similar to Water Resources Authority (WRA) and that are relevant to this assignment. The Consultant shall identify any subcontractors and/or independent contractors planned to be used on this project.
- D. **Project Team Experience and Qualifications** (maximum of nine pages): The Consultant shall identify the project team proposed to fulfill the requirements of this RFP. The Consultant shall describe how the project team members meet the minimum Key Staff requirements outlined in Section II. The Consultant shall include an organizational chart of the project team that illustrates the roles of the team members and reporting hierarchies. Please describe how this project team has worked together on similar projects in the past. Following the organizational chart, the Consultant shall describe the role of each team member including their work/duties/responsibilities. This section should detail the experience of the proposed Lead Consultant and highlight the experience of the proposed key personnel, including education, management and technical experience, and professional development, including specific skills and ability in pertinent disciplines (i.e. project management, financial systems, financial control, and support services). Each Consultant shall identify three professional references for their proposed Project Manager. The Consultant shall include detailed resumes as an attachment, which will not count towards the nine page maximum. The Consultant shall identify team members staffed using a subcontractor and/or independent contractor.

Water Resources Authority (WRA) has defined the following positions as Key Staff: Lead Consultant, Consultant and Support Staff/Functional Leads. The Consultant will not replace Key Staff without the prior written consent of the Water Resources Authority (WRA). For each Key Staff team member proposed, the Consultant shall identify the team member's time commitment to this project (measured in percentage of work day, not to exceed 100 percent). Additionally, the Consultant shall identify the available start date and any other current or future obligations for Key Staff.

- E. **Work Plan and Approach** (maximum of thirteen pages): The Consultant shall identify and describe its proposed work plan, approach, and methodologies to fulfilling the scope requirements of this RFP. Specifically, the Consultant shall review the roles of devolution, Constitution of Kenya 2010, Vision 2030; National Water Master Plan 2030, Multilateral Environmental Agreements (MEAs) and Water Act 2016 in guiding integrated water resources management to fulfill Water Resources Authority (WRA)



mandated objectives. Water Resources Authority (WRA) requests that the Consultant align the requirements to demonstrate scope fulfillment. The Consultant shall identify a resource-loaded proposed project plan (may be included as an attachment) demonstrating the time frame the Consultant plans to achieve the project scope. The Consultant shall fully describe its proposed approach to: Project Management, Reporting, Data Conversion, Change Management, Quality Assurance, Water Resources Authority (WRA) Participation. The Consultant may include examples or samples of tools and templates as attachments, such as sample implementation plan for a similar project. The Consultant shall identify specific deliverables relevant to each milestone. The Consultant shall identify any assumptions made in preparing its work plan and approach.

- F. **References** (maximum of one page): The Consultant shall include at least three and no more than five references for complete organizational strategic plan development similar to the assignment being requested by Water Resources Authority (WRA). Water Resources Authority (WRA) prefers references from the public sector) that contracted with the Consultant. The Consultant shall provide the following information for each reference: client organization name, assignment name, client contact name, client contact phone number, client contact e-mail, description of assignment, project fees, and assignment start/end dates. The Consultant may also identify an alternate client contact. The Consultant should also identify which proposed assignment team members worked on each listed reference.

2.3.5 The Technical Proposal shall not include any financial information.

## 2.4 Preparation of Financial Proposal

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

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

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

2.4.3 Consultants shall express the price of their services in Kenya Shillings. The Consultant shall also note the proposed Payment Schedule for Professional Services during implementation of the project.

2.4.4 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.

2.4.5 The Proposal must remain valid for 120 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the

professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

2.4.6 The Consultant shall provide any underlying assumptions as part of the Cost Proposal. Consultant shall propose “not-to-exceed” amounts for the cost elements.

## 2.5 Submission, Receipt, and Opening of Proposals

2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.

2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix “A”. Each Technical Proposal and Financial Proposal shall be marked “ORIGINAL” or “COPY” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

2.5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL**,” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” and warning: “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**”. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear tender reference number and be deposited in the Tender Box at 10<sup>th</sup> floor, wing B of NHIF Building and be addressed to,

*The Chief Executive Officer  
Water Resources Authority  
P. O. Box 45250-00100  
Nairobi*

*So as to be received on or before 28<sup>TH</sup> August, 2018 at 10:00 am East Africa Time*

*Note: It is important to adhere to the aforementioned submission instructions and guidelines. Bidders who do not comply with the submission instruction and guidelines shall be declared non responsive and hence disqualified from further evaluation*

2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix “ITC”. Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.

2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately thereafter by the opening committee in the presences of bidders or their representative who chose to attend The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

## 2.6 Proposal Evaluation General

- 2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix "ITC". 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.
- 2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

The evaluation will be done in three stages as follows

1. Mandatory(Statutory requirements)
2. Technical
3. Financial

*Note: The consultant must provide the information using the forms provided in Annexure I (Form A.1, A.2), Annexure II (Form B.1, B.2, B.3) and Annexure III (Form C.1, C.2, C.3). The information will be used in evaluation.*

The consultant must state compliance of the forms as defined in Annexure IV.

### 1. Mandatory Documents (Statutory requirements).

1. Company Registration/incorporation Certificate
2. Kenya Revenue Authority PIN Certificate (*to be verified*)
3. Kenya Revenue Authority VAT registration Certificate, (*to be verified*)
4. Kenya Revenue Authority Valid Tax Compliance Certificate, (*to be verified*)
5. Valid Business Trading License for 2018.
6. Duly filled and signed Confidential Business Questionnaire
7. The Tender security of **Kshs 100,000 (One Hundred Thousand Kenya Shillings)** in form of bank guarantee from financial institution recognized by PPRA
8. Submission of the bid documents in two (**2no**) separate Envelopes for Technical and Financial Proposal, both the financial and technical must be submitted with a copy of each , clearly marked original/copy
9. Duly filled and signed Anti-Corruption Affidavit and statement/declaration forms
10. All pages of the bid documents must be signed, paginated and stamped. The table of contents should also be provided and the document accordingly arranged.

*Note: All the above documents must be provided to qualify for Technical evaluation*

## 2.7 Evaluation of Technical Proposal

2.7.1 The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows:

No.	Evaluation Criteria	Measurement Matrix/Method	Marking guidelines	Marks
1	<b>Organizational capabilities and Qualifications</b>	The following aspects to be demonstrated in projects cited as part of the requirements:	<b>Three (3) Marks for each item</b>	<b>15</b>
	<b>Past Track Record of Strategic Plan Development</b>	1. Similar Related Assignments		
	<b>Implementation The consultant is expected to submit strategic plan development citation with similar Organizations</b>	2. Background information, Years of Operations, Organization structure, summary level financial information demonstrating financial stability  3. Duration of Assignments (Multi-year)		
<b>2</b>	<b>Proposed Project Team Experience and Qualifications</b>	<b>Measurement Matrix/Method</b>	<b>Five (5) Marks for each line</b>	<b>25</b>
	No of Resources proposed	Indicate the number of people proposed for the assignment in key levels of expertise, namely, Lead Consultant, Consultant, Functional leads/ support staff etc.	5	
	Experience of key personnel	The total experience of Lead consultants (Shall be clearly articulated.)	5	
	Relevant skills of key personnel	High level of expertise in Strategic plan developments and similar projects is desirable. The same team shall be committed to the project.	5	
	Qualifications of Proposed personnel	All manpower (excluding support staff) proposed should have a Bachelor's/Master's degree preferably in Water Resources, Engineering, Strategic Management, Planning/ Public Policy or a related field	5	
	Certifications of proposed manpower	The proposed manpower shall be certified in relevant areas of Expertise.	5	
<b>3</b>	<b>Proposed Plan and Methodology</b>	<b>Approach and Methodology of Implementation</b>	<b>Five (5) Marks for each line item</b>	<b>30</b>
	Implementation	Week-wise work plan clearly	5	

	Strategy and Plans	indicating tasks, dependencies and milestones/deliverables through the completion of the project with breakup of effort estimates and mapped to key personnel (Detailed Project plan)		
	Proposed Resources	Proposed Team structure, Responsibility Matrix for the assignment implementation along with Resources allocation as per project plan	5	
	Quality Assurance	QA plans and methodologies	5	
	Operations	Business Continuity plan proposed	5	

4	Change Management & Capacity Building	Approach & methodology for Change Management (CM)		10
		CM approach and Strategy	4 Marks	
5	Project Governance & Management		Two (2) Marks for each line item	10
		Governance structure and mechanism proposed	2	
		Risk Management & Mitigation plan	2	
		Mechanisms to monitor the project timelines	2	
		Internal acceptance and review mechanisms	2	
6	Technical Presentation	Proposed Strategic Plan		10
7	Total			100
8	Pass Mark	<i>Pass mark excluding the Technical/oral presentation</i>		70

*Note: Only Bidders (Proposals) who have passed the pass mark shall be invited for Technical/ Oral Presentation and the marks obtained shall be added to their technical scores. Pass mark 75 marks*

#### 4. FINANCIAL EVALUATION.

##### Mandatory requirement

1. Audited financial statement reports for the last three years. 2014, 2015 and 2016/2017- signed by Audit firm and certified as true copy of the Original.
2. Bank statement for the last six months and or Bank credit facility letter.

***Note: The lowest evaluated proposal shall be awarded the contract***

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

## Technical/Oral Presentation Interview

The firms with the highest point total of **70Marks** and above after technical evaluation will be shortlisted and requested to sit for a technical/oral presentation interview with the Evaluation Committee. The pass mark to proceed to the financial evaluation shall be **75 marks**. The interview will last approximately 60 minutes, including approximately 30 to 45 minutes for the Consultant to present its work plan and approach. Shortlisted firms who fail to participate in the interview will be considered nonresponsive and eliminated from further consideration by the Evaluation Committee. During the interview, the Evaluation Committee will ask questions that will assist the committee in evaluating the technical capability of the Consultant and key staff to provide the desired services. Only Key Staff and Consultant team members assigned to this project should be present at the oral interviews. Interviews/presentation dates will be communicated.

**NOTE: It is advised that Key Staff be present at the interviews/presentations**

### **2.8 Public Opening and Evaluation of Financial Proposal**

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

2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.

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

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

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

2.8.6 The tender evaluation committee shall evaluate the tender within 30 days of from the date of opening the tender.

2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).

2.8.8 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price

2.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

## 2.9 Negotiations

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

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

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

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



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

2.9.6 The procuring entity shall appoint a team for the purpose of the negotiations.

## **2.10 Award of Contract**

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

2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix "A".

2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.10.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.10.5 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.10.6 To qualify for contract awards, the tenderer shall have the following:

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.

## **2.11 Confidentiality**

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

## **2.12 Corrupt or fraudulent practices**

2.12.1 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.

- 2.12.2 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.
- 2.12.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

## 2.13 APPENDIX TO INFORMATION TO 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.

### Clause Reference:

1. The name of the Client is: **WATER RESOURCES AUTHORITY (WRA)**
2. The method of selection is: **QUALITY AND COST BASED SELECTION**
3. Technical and Financial Proposals are requested: **YES**
4. The name, objectives, and description of the assignment are:  
**PROVISION OF CONSULTANCY SERVICES FOR DEVELOPMENT OF NEW STRATEGIC PLAN (2018-2023)**
5. A pre-proposal conference will be held: **NO**

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

**THE CHIEF EXECUTIVE OFFICER  
WATER RESOURCES AUTHORITY  
P.O.BOX 45250-00100  
NAIROBI  
2732291, 27290448/9**

6. Water Resources Authority (WRA) will provide the following inputs: **ANY ADDITIONAL INFORMATION REQUIRED**
  - (i) The total project duration must not exceed **3 MONTHS**
  - (ii) The minimum required experience of proposed professional staff is **5 years**.
7. Training component is part of this assignment: **NO**
8. Taxes: **BIDDER WILL BE RESPONSIBLE FOR ALL TAXES.**
9. Consultants must submit an **original** proposal and **one copy**.
10. The proposal submission address is:  
**Chief Executive Officer  
Water Resources Authority  
P.O. BOX 45250-00100  
NAIROBI, KENYA**

Information on the outer envelope should also include:

11. Proposals must be submitted not later than the following date and time: **28TH August, 2018 at 10:00am**
12. The address to send information to Water Resources Authority (WRA) is: (Refer to no.10 above)

13. The minimum technical score required to pass **75 points**
14. The weights given to the Technical and Financial Proposals are:  
**T=0.80 P=0.20**
15. The assignment is expected to commence **September, 2018**.

#### **2.14 Additional Requirements**

**Consultants are required to submit audited financial statements for the last three (3) consecutive years and bank statements for the last six months.**

## **SECTION III: - TECHNICAL PROPOSAL**

- 3.1 In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultants own risk and may result in rejection of the consultant's proposal.
- 3.2 The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.
- 3.3 The Technical proposal shall not include any financial information unless it is allowed in the Appendix to information to the consultants or the Special Conditions of contract.

1. TECHNICAL PROPOSAL SUBMISSION FORM

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

**TO:**  
**The Chief Executive Officer,**  
**Water Resources Authority (WRA)**

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for development of New Strategic Plan 2018-2023 in accordance with your Request for Proposal dated ..... and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, [and a Financial Proposal sealed under a separate envelope].

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

We remain,

Yours sincerely,

\_\_\_\_\_ *[Authorized Signature]:*

\_\_\_\_\_ *[Name and Title of Signatory]*

\_\_\_\_\_ *[Name of Firm]*

\_\_\_\_\_ *[Address:]*

**DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

**TEAM COMPOSITION AND TASK ASSIGNMENTS**

**1. Technical/Managerial Staff**

Name	Position	Task

**2. Support Staff**

Name	Position	Task

### 3. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Firm: \_\_\_\_\_

Nationality: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

---

Detailed Tasks Assigned: \_\_\_\_\_

#### **Key Qualifications:**

*[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].*

#### **Education:**

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

#### **Employment Record:**

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

#### **Certification:**

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



\_\_\_\_\_ Date:

\_\_\_\_\_  
*[Signature of staff member]*

\_\_\_\_\_  
*Date; \_\_\_\_\_*

\_\_\_\_\_  
*[Signature of authorized representative of the firm]*

Full name of staff member:

\_\_\_\_\_

Full name of authorized representative:

\_\_\_\_\_

#### 4. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Months (in the Form of a Bar Chart)

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

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

Signature: \_\_\_\_\_  
(Authorized representative)

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

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

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

#### 5. ACTIVITY (WORK) SCHEDULE

##### (a). Field Investigation and Study Items

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

**6. 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.

## 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.

<b>Part 1 General</b>			
Business	Name		
.....			
.....			
Location	of	Business	Premises
.....			
Plot	No,	.....Street/Road	
.....			
Postal	address		
.....			
		Tel No.	Fax Email
.....			
Nature	of	Business	
.....			
.....			
Registration	Certificate		No.
.....			
Maximum value of business which you can handle at any one time – Kshs.			
.....			
Name	of	your bankers	
.....			
.....			
Branch			
.....			
.....			

### Part 2 (a) – Sole Proprietor

Your name in full.....	Age.....
Nationality.....	Country of Origin.....
Citizenship details	
.....	

### Part 2 (b) – Partnership

Given details of partners as follows

	Name	Nationality	Citizenship details	Shares
1.	.....	.....	.....	.....
2.	.....	.....	.....	.....
3.	.....	.....	.....	.....
4.	.....	.....	.....	.....

### Part 2 (c) – Registered Company

Private or Public	
State the nominal and issued capital of company	
Nominal Kshs.	

	<p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="0"> <thead> <tr> <th data-bbox="178 210 272 241">Name</th> <th data-bbox="453 210 616 241">Nationality</th> <th data-bbox="751 210 1007 241">Citizenship details</th> <th data-bbox="1118 210 1209 241">Shares</th> </tr> </thead> <tbody> <tr> <td data-bbox="229 250 245 282">1.</td> <td colspan="3" data-bbox="272 250 1374 282">.....</td> </tr> <tr> <td data-bbox="229 288 245 320">2.</td> <td colspan="3" data-bbox="272 288 1374 320">.....</td> </tr> <tr> <td data-bbox="229 327 245 358">3.</td> <td colspan="3" data-bbox="272 327 1374 358">.....</td> </tr> <tr> <td data-bbox="229 365 245 396">4.</td> <td colspan="3" data-bbox="272 365 1374 396">.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	.....			2.	.....			3.	.....			4.	.....		
Name	Nationality	Citizenship details	Shares																		
1.	.....																				
2.	.....																				
3.	.....																				
4.	.....																				
	<p>Date.....Signature of Candidate.....</p>																				

## STATEMENT/DECLARATION FORM

I /We as the Director(s) of the company declare as follows:

- Information furnished is accurate and to the best of my/our knowledge.
- In case of any changes in the contractual capacity of the firm Water Resources Authority (WRA) will be notified accordingly.
- The firm has not been debarred from participating in any public Procurement.
- The firm has not engaged in any unethical, corrupt, collusive or fraudulent activities in Public procurement matters and will not do so in this particular Tender.
- The firm has not been bankrupt/insolvent/ under receivership.

Name.....Sign .....Date.....

Stamp/seal

## **SECTION IV: - FINANCIAL PROPOSAL**

### **\_Notes on preparation of Financial Proposal**

- 4.1 The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc. as may be applicable. The costs should be broken down to be clearly understood by the procuring entity.
- 4.2 The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.
- 4.3 The financial proposal should be prepared using the Standard forms provided in this part

SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS

1. FINANCIAL PROPOSAL SUBMISSION FORM

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

To:

**THE CHIEF EXECUTIVE OFFICER  
WATER RESOURCES AUTHORITY  
P.O. BOX 45250-00100  
NAIROBI, KENYA**

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for development of New Strategic Plan 2018-2013 in accordance with your Request for Proposal dated \_\_\_\_\_ and our Proposal. Our attached Financial Proposal is for the sum of ( \_\_\_\_\_ ) [Amount in words and figures] inclusive of the taxes.

We remain,

Yours sincerely,

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

\_\_\_\_\_ [Name and Title of Signatory]:

\_\_\_\_\_ [Name of Firm]

\_\_\_\_\_ [Address]



## 2. SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s)
Subtotal		
Taxes : 16% VAT 3% Withholding tax		
Total Amount of Financial Proposal		_____

## 3. BREAKDOWN OF PRICE PER ACTIVITY

Activity NO.: _____	Description: _____ -
Price Component	Amount(s)
Remuneration	
Reimbursables	
Miscellaneous Expenses	
Subtotal	_____

#### 4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. \_\_\_\_\_ Name: \_\_\_\_\_

Names	Position	Input (Staff months, days or hours as appropriate.)	Remuneration Rate	Amount
Regular staff				
(i)				
(ii)				
Consultants				
Grand Total			_____	_____

#### 5. REIMBURSABLES PER ACTIVITY

Activity No: \_\_\_\_\_  
Name: \_\_\_\_\_

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Air travel	Trip			
2.	Road travel	Kms			
3.	Rail travel	Kms			
4.	Subsistence Allowance	Day			_____
	Grand Total				

## 6. MISCELLANEOUS EXPENSES

Activity No. \_\_\_\_\_ Activity Name: \_\_\_\_\_

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

# SECTION V: - TERMS OF REFERENCE

## DEVELOPMENT OF A NEW STRATEGIC PLAN 2018-2023

### 1. INTRODUCTION

Water is one of Kenya's most important of natural resources, being a basic necessity for livelihoods, ecosystems, social and economic activities. The Constitution of Kenya (2010) recognizes water as a human right, while under Vision 2030, water is identified as an essential resource to support the country's development agenda. Further, the Constitution espouses the "Protection of the environment and natural resources with a view to establishing a durable and sustainable system of development". In lieu of this, the Government of Kenya recently enacted Water Act 2016, which under Section 63, stipulates that "every person in Kenya has the right to clean and safe water in adequate quantities and to reasonable standards of sanitation as stipulated in Article 43 of the Constitution". These instruments are meant to give the water sector renewed impetus to support the country's technological, social and economic development. The sector has to reform yet again given that Kenya has a devolved system of Government; there are emerging issues such as increasing demand for water, industrialization, climate change, as well as the need for safeguarding the environment and water resources.

The Water Resources Authority (WRA) is the lead agency for management and regulation of water resources management in Kenya whose mission is; *"to effectively regulate and manage water resources for sustainable development"*. WRA's overall development objective is to ensure rational, effective management of the water resources and equitable access for the various competing needs. To achieve this, WRA adopts the principles of Integrated Water Resources Management (IWRM), to coordinate management of water resources from top policy level and on the ground. WRA operates in an environment where a number of stakeholders from other government institutions, the general public and private partners are directly or indirectly involved in activities which affect water resources. The functions of WRA are executed through its 6 regional and 26 sub-regional offices.

WRA is established as a body corporate under the new Water Act (2016) that was operationalized on the 21<sup>st</sup> of April 2017 vide Special Issue Kenya Gazette Notice No. 59. The organization has been in existence for the past 12 years following its establishment under the Water Act (2002) that has now been replaced by the new Water Act 2016. The organization therefore predates the Constitution (2010), Vision 2030 (2008) and the recently enacted Water Act 2016. WRA is anticipated to undergo structural reforms in accordance with the Water Act 2016 in order to deliver on its expanded mandate, given the changing policy, technological and socio-economic environments.

## **2. BACKGROUND**

WRA's operations have been guided by a series of Strategies and Strategic Plans. The current WRA Strategic Plan 2012-2017, is soon coming to a close and stock-taking and evaluation of the achievements was done by the relevant officers from the regions and headquarters. Development of a new strategic plan will guide regulation and management of water resources in the country, taking on board the new laws and policies, as well as the technological, political, socio-economic and emerging issues.

During the implementation of the WRA Strategic Plan 2012-2017, new legal and institutional changes have emerged at the national level, which include among others;

- The implementation of the devolved system of government – Although the Constitution was promulgated in 2010, its implementation came into force after the 11<sup>th</sup> Parliament of the government of Kenya was elected in March 2013. Although water resources are vested in the national Government, there are administrative as well as development reforms at county level which are affecting the functions of WRA. These could directly or indirectly affect the performance of the Authority and need to be factored in the new Strategic Plan for the period 2017-2022.
- The launching of the National Water Master Plan (2030) in 2014. The NWMP-2030 has baselines and set targets which are relevant for guiding WRA's next Strategic Plan
- The Kenya Government's Second Medium Term Plan (MTP-II) is also lapsing in 2017, and as the country prepares for the third MTP under Vision 2030, there is need to take stock of WRA's roles, contributions and to plan for the future through a new Strategic Plan.
- The lapse of the Millennium Development Goals (MDGs) and the signing of the Sustainable Development Goals (SDGs) in September 2015, of which the country has taken ushered in new international obligations, including focus on energy, water resources and climate change, and which have bearing on WRA's roles and responsibilities.
- The enactment of Water Act No.43 of 2016, which has created new institutions and reformed others. It has also set guidelines for water resources management. This means a new Strategic Plan for WRA relevant to the current Water Act 2016 is necessary.

It is against this background that the Water Resources Authority (WRA) is seeking a Consultant to develop the new WRA Strategic Plan 2018-2023.

### **PURPOSE OF THE CONSULTANCY**

Through the assigned tasks, the consultants will provide technical support to WRA's Team charged with the development of a new Strategic Plan. The Consultant will lead the WRA team to:

Develop the new WRA Strategic Plan (2018-2023) taking into considerations:-

- a) Changes that have occurred in the operating environment, and;
- b) In the light of new knowledge, issues, opportunities and constraints influencing organizational strength and sustainability;

### **3. SCOPE OF WORK**

The assignment will be carried out in close liaison with a WRA Strategic Plan Committee and will be informed by a participatory planning approach that ensures the involvement of key stakeholders.

The tasks to be carried out by the Consultant will include the following:-

#### **Developing WRA Strategic Plan 2018-2023**

The consultant will undertake the following tasks:

- 1) Develop a methodology for the **Planning Process and for developing the Strategic Plan**
- 2) Undertake a desk review of relevant literature to guide the development of the WRA Strategic Plan (including among others; the current WRA Strategic Plan, Water sector legislative and policy documents, strategies and best practices, on-going programmes and projects, and related information)
- 3) More specifically, review the roles of devolution, Constitution of Kenya 2010, Vision 2030; National Water Master Plan 2030, Multilateral Environmental Agreements (MEAs) and Water Act 2016 in guiding integrated water resources management in the proposed Strategic Plan.
- 4) In view of the devolved water resources management functions, develop strategies and frameworks on how to engage with county governments to implement these functions.
- 5) Conduct Stakeholder consultations to obtain their views (stakeholders are groups and individuals who may exert a considerable influence on, and those who are heavily impacted by, WRA policies and activities)
- 6) Discuss and review with WRA Management and stakeholders, the SWOT analyses with a view to refining/updating the new Strategic Plan as compared to the existing WRMA Strategic plan,
- 7) Conduct a SWOT/PESTEL analysis matrix that includes but is not limited to:
  - (i) Identifying the key technical, institutional and financial bottlenecks and impediments that may impact on effective services delivery of WRMA; and
  - (ii) Establishing current institutional capacity i.e. Financial, Technical, Human resources, Legal and any other identified gaps.
  - (iii) Provide support for the development of WRA's revised Strategic Plan by reviewing the Vision, Mission and Values as the framework within which the identified strategic objectives will be achieved and strategies implemented.

- (iv) Establish the status of WRA's infrastructure in terms of existing capacity and future requirements.
  - (v) Identify capacity gaps for WRA's staff and participating stakeholders and develop a road map to address the gaps within the strategic plan period.
  - (vi) Define Performance targets and planned improvements; and design an appropriate monitoring plan.
  - (vii) . Identify the risks of implementing the strategic plan and prepare a risk management framework
  - (viii) Prepare plans of operations for WRA
  - (ix) Fully engage WRA's working team appointed for the assignment to develop the strategic plan and requisite budgets in all identified tasks.
- 8) Align the WRA Strategic Plan to the Government of Kenya planning policies in order to improve visibility and economic profile of the water sector in the country;
  - 9) Benchmark the WRA Strategic Plan to current best practices in strategy development;
  - 10) Identify core business and disaggregate this from other functions where applicable ( bearing in mind affordability and long term organizational stability and sustainability)
  - 11) Assist the WRA Task Force to present preliminary results and findings to consultative workshops for both internal (WRA) and external stakeholders;
  - 12) Compile the WRA Strategic Plan (2018-2023).
  - 13) Develop an implementation matrix for the strategic plan.
  - 14) Train WRA staff on the strategic plan and on how to implement the same using interviews, focus groups among others

## **5. Outputs and Deliverables**

- 1) A comprehensive Implementation Work Plan on carrying out the strategic Plan for the duration indicated
- 2) Inception report covering :
  - Understanding of the assignment
  - Comprehensive desk review
  - Action plan
- 3) First draft- 3 weeks after signing the contract
- 4) All draft reports to be submitted to HoDs & Board in soft Copy in a CD and 10 hard copies two weeks prior to meeting them for review and internalizing
- 5) A 5-year, WRA Strategic Plan covering the 2018-2023; which will include but not limited to: } Preface and acknowledgements } An executive summary; } An overview of the mandate of the WRA and the implications for its organization and relation with other State Departments of Ministry of Water; } A succinct final Vision and

Mission Statements; } Situation analysis; } Key Strategic Priorities; } A detailed implementation plan which will include all implementable strategic priority activities that balance the short term results and long term strategic work that deliver the most results within the capacities and resources and time frames for 2018-2023, and tied to the performance contracting cycle; } Summary analysis of principal stakeholders for the successful implementation; } Logical Framework for the implementation of the Strategic Plan including objectives, baselines and targets, defined timelines and resource allocations, in both financial and human terms, as well as relevant indicators and regular evaluations of their results and impact; } Detailed cost estimation for the implementation of the Strategic Plan, mapped to possible funding options including National Government and funding cycles of development partners; } Time-frame for the delivery of each year's strategic objectives } Monitoring and Evaluation and reporting of the plan

- 6) A summarized popular version of the strategic plan of about 10-20 pages including the highlights of the strategic plan which should major on photos and graphics. Which will include but not limited to: Introduction;] Legal Framework;] Foreword;] Acknowledgement;] steps included in the strategic plan process;] History of WRA;] WRA alignment to the Vision 2030, the big 4 Agenda and any other emerging issue;] core values;] SWOT Analysis;] Strategic Themes linked with a performance measurement tool;]
- 7) A comprehensive Monitoring and Evaluation Framework for the WRA Strategic Plan 2018-2023

#### 4. Obligations of the Client (WRA) vis-à-vis the Consultant

S.No	WRA	Consultant
1.	Provision of all the resources necessary for carrying out the assignment	Be at the disposal of the client at any time called upon
2.	Provision of office space and supporting office equipment and facilities if need be	Be courteous and have good interpersonal skills
3.	Availing staff and organizing workshops, stakeholder forums for its staff	Available for the workshops, stakeholder forums and any other called upon by the client  Meeting the costs of the field work (transport, accommodation and subsistence allowance )
4.	Providing the relevant documentation for the assignment	Providing the reports on a timely and professional manner



## 5. TIME FRAME

The time frame for this consultancy should be within a period of six (6) months.

## 6. CONSULTANT EXPERTISE

### Consultant's Selection Criteria (Technical Evaluation)

#### General Qualifications

- A Master's degree in Economics, Public Policy, strategic planning, project management, business administration
  - Relevant Professional qualifications
  - Experience in strategic planning, Monitoring and Evaluation, Good understanding of national planning and budgeting processes
  - Evidence of having undertaken similar assignments, (at least 4)
  - Good analytical and presentation skills
  - Understanding of the Terms of Reference, Proposed Methodology, Presentation of a work plan Competences; Analytical skills and Knowledge sharing, Specialized computer software skills, Excellent writing skills
- Specific Expertise related to the assignment – 20%

Adequacy of the proposed work plan methods and responding to the Terms of reference – 30%

Qualification and acceptance of the key staff for the assignment – 50%

It is expected that the Consultancy will have a team comprising of the Lead Consultant, Consultant and at least 2 support staff who have the following qualifications and experience:-

Title	Academic Qualifications	Experience	Skills & Competencies	Scores
<b>LEAD CONSULTANT</b>	Hold at least a Master's Degree in Water Resources, Engineering, Strategic Management, Planning/ Public Policy or a related field	<ul style="list-style-type: none"> <li>- At least 20 years consulting experience in the public and private sector;</li> <li>- The consultant should have undertaken at least 10 strategy development projects in the public sector and 5 in the private sector.</li> <li>- Demonstration of developing</li> </ul>	<ul style="list-style-type: none"> <li>- Ability to work with minimal supervision;</li> <li>- Proven excellent written and oral communications skills in English and Kiswahili;</li> <li>- Must be results-oriented, a team player, exhibiting high level of enthusiasm, tact, diplomacy and integrity;</li> <li>- Demonstrate excellent interpersonal and professional skills in interacting with government and development partners;</li> </ul>	- 30

		<p>successful strategic plans will be required;</p> <ul style="list-style-type: none"> <li>- The consultant should demonstrate qualification and experience in integrated water resources management, Strategic Planning and related fields.</li> </ul>	<ul style="list-style-type: none"> <li>- Skills in facilitation of stakeholder engagements/workshops;</li> <li>- Evidence of having undertaken similar assignments;</li> <li>- Experience in research, policy development, management and programming-related work.</li> </ul>	
<b>CONSULTANT</b>	<p>Hold at least a Master's Degree in Water Resources, Engineering, Strategic Management, Planning/ Public Policy or a related field</p>	<ul style="list-style-type: none"> <li>- Must have worked as a permanent staff for more than 10 years with the consultancy</li> <li>- At least 10 years consulting experience in the public and private sector;</li> <li>- The consultant should have undertaken at least 10 strategy development projects in the public sector and 5 in the private sector.</li> <li>- Demonstration of developing successful strategic plans will be required;</li> <li>- The consultant should demonstrate qualification</li> </ul>	<ul style="list-style-type: none"> <li>- Ability to work with minimal supervision;</li> <li>- Proven excellent written and oral communications skills in English and Kiswahili;</li> <li>- Must be results-oriented, a team player, exhibiting high level of enthusiasm, tact, diplomacy and integrity;</li> <li>- Demonstrate excellent interpersonal and professional skills in interacting with government and development partners;</li> <li>- Skills in facilitation of stakeholder engagements/workshops;</li> <li>- Evidence of having undertaken similar assignments;</li> <li>- Experience in research, policy development, management and programming-related work.</li> </ul>	- 15

		and experience in integrated water resources management, Strategic Planning and related fields.		
<b>SUPPORT STAFF</b>	Hold at least a Degree in Water Resources, Engineering, Strategic Management, Planning/ Public Policy or a related field	<ul style="list-style-type: none"> <li>- Must have worked as a permanent staff for more than 5 years with the consultancy</li> <li>- At least 5 years consulting experience in the public and private sector;</li> <li>- The consultant should have undertaken at least 10 strategy development projects in the public sector and 5 in the private sector.</li> <li>- Demonstration of developing successful strategic plans will be required;</li> <li>- The consultant should demonstrate qualification and experience in integrated water resources management, Strategic Planning and related fields.</li> </ul>	<ul style="list-style-type: none"> <li>- Ability to work with minimal supervision;</li> <li>- Proven excellent written and oral communications skills in English and Kiswahili;</li> <li>- Must be results-oriented, a team player, exhibiting high level of enthusiasm, tact, diplomacy and integrity;</li> <li>- Demonstrate excellent interpersonal and professional skills in interacting with government and development partners;</li> <li>- Skills in facilitation of stakeholder engagements/workshops;</li> <li>- Evidence of having undertaken similar assignments;</li> <li>- Experience in research, policy development, management and programming-related work.</li> </ul>	- 5

## 7. REPORTING DELIVERABLES AND TIMELINES

The consultant is expected to make appropriate periodic reports to the Chief Executive Officer of WRA as stipulated in the reporting format. The consultant will also be expected to make formal presentation of the report at internal workshops convened for the purpose.

## 8. APPLICATION PROCESS

The application (in English) to be sent only in hard copy by-hand or by registered post to reach WRA, containing the following elements.

- A cover letter outlining motivation and summarizing relevant experience
- Suggestions for modifying the envisaged approach to the consultancy in order to deliver more effectively (if appropriate)
- Curriculum Vitae with full description of the applicant's profile and experience
- Contact details from at least two independent referees with in-depth and proven knowledge of the applicant's expertise and relevant work experience

## 9. PAYMENT SCHEDULE

The payment schedule is as indicated herein:

Deliverable	Percentage
Upon approval of the Inception Report by the Board of directors	10% of the total fees
Conduct stakeholder consultations (Upon approval of the Stakeholders consultation Report & Strategic Plan Validation Report by the Board of directors )	40% of the total fees
Finalization of the Draft Strategic Plan (Upon approval of the Final Strategic Plan by the Board of directors)	50% of the total fees

## 10. ENQUIRIES AND SUBMISSION OF PROPOSALS SHOULD BE ADDRESSED TO:

Chief Executive Officer  
Water Resources Authority  
NHIF Building 9<sup>th</sup> Floor Wing B  
P. O. Box 45250 – 00100  
Nairobi, Kenya  
Tel: +254 2732291  
E-mail: [wra@wra.go.ke](mailto:wra@wra.go.ke) / [procurement.wrma@gmail.com](mailto:procurement.wrma@gmail.com)

### Consultants' Experience

- a) Tenderers should submit a detailed narrative describing their relevant corporate portfolio in preparation of similar assignments.

- b) Proposals should include details describing the relevant experience of the proposed assignment participants. The information should include a description of the education, knowledge and relevant experience as well as certifications or other professional credentials that clearly shows the individuals is qualified to perform the required work. It should also include resumes of the proposed assignment participants

### **Lead Consultant's Experience**

- a) Tenderers should submit details describing experience and capacity in handling similar jobs. The information should include a thorough description of the education, knowledge, and relevant experience as well as certifications or other professional credentials that clearly show the individual is qualified to perform the required work. Service providers should also submit a current detailed résumé of their proposed Lead Consultant.
- b) Management should provide for similar details and projects. Tenderers should provide project Documentation that they feel will support their descriptive narrative.

### **References**

- a) The proposal should include three (3) references from clients who received similar services from the Consultancy. The proposal is encouraged to include clients having similar scope of services, industry and scales as the WRA.
- b) The Consultant will provide a brief description of the services provided for each client. It must be ensured that the WRA is able to have appropriate access to the clients listed.
- c) The minimum information that should be provided about each reference must include the following:
- Contact person;
  - Organization/company name;
  - Telephone number/Cell phone number and official email address of contact person;
  - Type of consultancy services provided; and
  - Period the service was provided.

### **Terms of Contract**

Before tender allocation, the companies that meet the basic requirements will be required to give a presentation on projects they have previously worked on. The presentation will constitute 30% of the total marks awarded during evaluation.

## SECTION VII: STANDARD FORMS OF CONTRACT

### CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

#### Part 1 – General

1.1	Business Name ..... .....
1.2	Location of Business Premises. ..... .....
1.3	Plot No/ Building name ..... Street/Road/ floor ..... Postal Address ..... Tel No ..... E mail .....
1.4	Nature of Business .....
1.5	Registration Certificate No. ..... .....
1.6	Maximum Value of Business which you can handle at any one time –

You are requested to give the particulars indicated in Part 1; either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business; and Part 3.

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

1.7	Name of your Bankers		
	.....		Branch
	.....		
	<b>Part 2 (a) – Sole Proprietor</b>		
2a.1	Your Name in Full		
	.....		
2a.2	Nationality .....		
	Country of Origin		
	.....		
	Citizenship Details		
	.....		
	.....		
	<b>Part 2 (b) Partnership</b>		
2b.1	Given details of Partners as follows:		
2b.2	Name	Nationality	Citizenship Detail
	Shares		
	1.....		
	.....		
	2.....		
	.....		
	3.....		
	.....		
	4.....		
	.....		
	<b>Part 2 (c) – Registered Company</b>		
2c.1	Private or Public		
	.....		
	.....		
2c.2	State the Nominal and Issued Capital of Company-		
	Nominal KES .....		
	Issued KES.....		

2c.3 Give details of all Directors as follows

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

**Part 3 – Eligibility Status**

3.1 . Are you related to an Employee, Committee Member or Board Member Of Water Resources Authority? Yes \_\_\_\_\_ No \_\_\_\_\_

3.2 If answer in ‘3.1’ is **YES** give the relationship.

.....  
.....

3.3 Does an Employee, Committee Member, Board Member of Water Resources Authority sit in the Board of Directors or Management of your Organization, 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 Water Resources Authority to provide consulting services for preparation of design, specifications and other documents to be used for procurement of the goods 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 Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or registration.

# ANTI-CORRUPTION AFFIDAVIT

REPUBLIC OF KENYA  
IN THE MATTER OF OATHS AND STATUTORY DECLARATION ACT CHAPTER 15 OF  
THE LAWS OF KENYA  
AND  
IN THE MATTER OF THE PUBLIC PROCUREMENT AND DISPOSAL ACT, NO. 3 OF  
2005.

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

**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 Water Resources Authority and duly authorized and competent to make this Affidavit.

**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 Water Resources Authority, which is the procuring entity.

**THAT** the aforesaid Candidate, its servants and/or agents have not offered and shall not offer any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Water Resources Authority.

**THAT** what is deposed 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 ..... 20... }  
}  
}

DEPONENT

Before me

}

Commissioner for Oaths

## STATEMENT/DECLARATION FORM

I /We as the Director(s) of the company declare as follows:

- Information furnished is accurate and to the best of my/our knowledge.
- In case of any changes in the contractual capacity of the firm Water Resources Authority (WRA) will be notified accordingly.
- The firm has not been debarred from participating in any public Procurement.
- The firm has not engaged in any unethical, corrupt, collusive or fraudulent activities in Public procurement matters and will not do so in this particular Tender.
- The firm has not been bankrupt/insolvent/ under receivership.

Name.....Sign .....Date.....

Stamp/seal

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

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

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

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

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

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

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

Please acknowledge receipt of this letter of notification signifying your acceptance.

The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 7 days from the date of the letter.

You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

*(FULL PARTICULARS)*

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

SIGNED FOR ACCOUNTING OFFICER

**CONTRACT FOR CONSULTANT'S SERVICES**

**Large Assignments (Lump-Sum Payments)**

Between

---

*[Name of the Client]*

AND

---

*[Name of the Consultant]*

Dated: \_\_\_\_\_ [date]

iv)

I. FORM OF CONTRACT

Large Assignments (Lump-Sum Payments)

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 presented to the Client that he has the required professional skills and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereto hereby agree as follows:

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

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

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

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

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

*[full name of Client's authorized representative]* \_\_\_\_\_

*[title]* \_\_\_\_\_

*[signature]* \_\_\_\_\_

*[date]* \_\_\_\_\_

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

*[full name of Consultant's authorized representative]* \_\_\_\_\_

*[title]* \_\_\_\_\_

*[signature]* \_\_\_\_\_

*[date]* \_\_\_\_\_

## II. GENERAL CONDITIONS OF CONTRACT

### 1. 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.

(viii)

##### **1.6.1 Authorized Representatives**

Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.

(ix)

#### **1.7 Taxes and Duties**

The Consultant, Sub consultant[s] and their 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 (ix)**

### **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 thirty (30) days after the date the Contract becomes effective or at such other date as may be specified in the SC.

### **2.3 Expiration of Contract**

Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period, after the Effective Date, as is specified in the SC.

## **2.4 Modification**

Modification of the terms and Conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.

## **2.5 Force Majeure**

### **2.5.1 Definition**

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

### **2.5.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

(ix)

### **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.

(x)

## **2.6 Termination**

### **2.6.1 By the Client**

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

(a) if the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;

(b) if the Consultant becomes insolvent or bankrupt;

(c) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

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

For the purpose of this clause; "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in Contract execution.

(x)

"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.

### **2.6.1 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.

(xii)

**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.

(xiii)

**1.2 Conflict of Interests**

**3.2.1 Consultant Not to Benefit from Commissions, Discounts, Etc.**

(i) 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

(iv) Procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of the Client.

**3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project**

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and his affiliates, as well as any Sub consultant and any of his affiliates, shall

be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

### **3.2.3 Prohibition of Conflicting Activities**

Neither the Consultant nor his 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.

(iv)

### **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.

(xv)

### **3.5 Consultant's Actions requiring Client's prior Approval**

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

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

### **3.6 Reporting Obligations**

The Consultants shall submit to the Client the reports and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.

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

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of the Client and the 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.

(xv)

## **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.

(xvi)

## **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 F.

(xvi)

## **6. Payments to the Consultant**

### **6.1 Lump-Sum Remuneration**

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum 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.

(xvii)

### **6.2 Contract Price**

- (a) The price payable in foreign currency is set forth in the SC.
- (b) The price payable in local currency is set forth in the SC.

### **6.3 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 lump-sum price is provided in Appendices D and E.

### **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 SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of a bank guarantee for the same amount and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met and the Consultant has submitted an invoice to the Client specifying the amount due.

## **6.5 Interest on Delayed Payment**

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 thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

(xvii)

## **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.

(xviii)

### **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.



(xix)

### III. Special Conditions of Contract

Number of GC Amendments of and Supplements to Clauses in the

Clause	General Conditions of Contract
--------	--------------------------------

1.1(i) The Member in Charge is \_\_\_\_\_ *[name of Member]*

1.4 The addresses are:

Client: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

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

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

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

Telephone: \_\_\_\_\_

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

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 (\_\_\_\_\_) *[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, eg, twenty-four (24) months or such other period as the Parties may agree in writing.*

3.4 The risks and coverage shall be:

(i) Professional Liability \_\_\_\_\_

(ii) Loss of or damage to equipment and property \_\_\_\_\_

# ANNEXURES

## Annexure - I Bid Formats

### Form A.1: Request for Clarifications /Pre-bid queries

Bidders requiring specific points of clarification may communicate with WATER RESOURCES AUTHORITY (WRA) during the specified period using the following format:

Bidder's Request For Clarification / Pre bid Queries			
Name of Organization	Name & Position of person submitting		Full address of the organization including phone, and email points of contact
No.	Bidding Document Reference	Content of RFP requiring Clarification	Points of Clarification Required
1			
2			
3			

*Note: The name of the organization and the date shall appear in each page of such as document/email in the header or footer portion.*

Yours faithfully,

On behalf of *[Consultant's Name]* Authorized

Signature [In full and initials]: Name and Title

of Signatory:

Name of Firm:

Address:

Seal/Stamp of System Integrator:

**Form A.2: Proposal Cover Letter**

**[Cover Letter]**

[Date]

To,

**THE CHIEF EXECUTIVE OFFICER  
WATER RESOURCES AUTHORITY  
P.O. BOX 45250-00100  
NAIROBI, KENYA**

Dear Sir,

**Ref: RFP for PROVISION OF CONSULTANCY SERVICES FOR DEVELOPMENT OF NEW STRATEGIC PLAN (2018-2023).**

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for the PROVISION OF CONSULTANCY SERVICES FOR DEVELOPMENT OF NEW STRATEGIC PLAN (2018-2023) implementation of ERP system at Water Resources Authority (WRA).

We attach hereto the response as required by the RFP, which constitutes our proposal.

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to Water Resources Authority (WRA) is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead Water Resources Authority (WRA) in its shortlisting process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the shortlisting process, we are liable to be dismissed from the selection process or termination of the agreement during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of six (6) months from the date fixed for bid opening.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/firm/ organization and empowered to sign this

document as well as such other documents, which may be required in this connection.

The following persons will be the authorized representatives of the company for all the future correspondence till the completion of the bidding process, between Water Resources Authority (WRA) and our organization.

	Primary Contact	Secondary Contact
Name:		
Designation:		
Company Name:		
Address:		
Phone:		
Mobile:		
Fax:		
E-mail:		

We understand that it will be the responsibility of our organization to keep Water Resources Authority (WRA) informed of any changes in this list of authorized persons and we fully understand that Water Resources Authority (WRA) shall not be responsible for non-receipt or non-delivery of any communication and/or any missing communication, in the event reasonable prior notice of any change in the authorized person(s) of the company is not provided to Water Resources Authority (WRA).

Dated this        Day of        2018

(Signature)  
(Name)

(In the capacity of)  
Duly authorized to sign the Tender Response for and on behalf of:

(Name and Address of Company) Seal/Stamp of bidder

Witness Signature:  
Witness Name:  
Witness Address:  
Contact Details:

CERTIFICATE AS TO AUTHORISED SIGNATORIES I,.....,  
the Company Secretary of .....,  
certify

that..... who signed the  
above Bid is authorized to do so and bind the company by authority of its board/  
governing body.

Date:  
Signature:

(Name)

(Company Seal)

**Note:** Authorized signatory should be an employee of the Consultant and should have been authorized vide a board resolution, authorizing him/her to sign/execute the proposal as a binding document and also to execute all relevant agreements forming part of RFP.

## Annexure – II Formats for Prequalification Proposal

### Form B.1: The legal entity

<b>Details of the Bidder Organization</b>	
Name	
Nature of legal status in Kenya	
Date of Incorporation	
Registrar of Companies (RoC) Reference/certificate No	
Address of the Registered Office in Kenya	
Other Relevant Information	
<b>Mandatory Supporting Documents:</b>	
<ol style="list-style-type: none"> <li>1. Company Registration/incorporation Certificate</li> <li>2. Kenya Revenue Authority PIN Certificate</li> <li>3. Kenya Revenue Authority VAT registration Certificate,</li> <li>4. Kenya Revenue Authority Valid Tax Compliance Certificate,</li> <li>5. Valid Business Trading License</li> <li>6. Duly filled and signed Confidential Business Questionnaire</li> <li>7. Anti-Corruption Affidavit Form</li> <li>8. Proven Physical location of the company/firm (attach evidence e.g. title deed, lease agreements or utility bills)</li> <li>9. Audited Financial Statements for the last three financial years (include only the sections on P&amp;L, revenue and the assets, not the entire balance sheet). Include certification by Company Secretary/auditors supporting the information</li> </ol>	

## Form B.2: - Strategic Plan Development Experience

Strategic Plan Development Information (one form for each assignment reference duly certified by authorized signatory) (Provide details of no more than 3 projects executed in the last 5 financial years)
<b>Client Information</b>
Name of Client
Name of the person who can be referred to from Clients' side, with name, designation, postal address, contact phone, e-mail id
Nature of business / operations of client
Size of operations of customer in terms of turnover, number of locations, number of employees etc.
<b>Project Details</b>
Brief description of the Assignment
Functional areas of business covered in the project
Assignment Value in KShs
Duration of engagement (with Start date and end-date/expected end-date)
Scope of the Assignment
Relevance of the task to the current assignment (Indicate clearly which of the five projects is similar in scope to the current assignment)
<u>Supporting Documents</u> Relevant experience certificates /documents issued by the Customer organizations indicating the successful completion of the assignment

**Form B.3: - Undertaking on Personnel**

(To be submitted on the Letterhead)

(Place)

(Date)

To,

**THE CHIEF EXECUTIVE OFFICER  
WATER RESOURCES AUTHORITY  
P.O. BOX 45250-00100  
NAIROBI, KENYA**

**Sub: Undertaking on Personnel**

Dear Sir,

1. I/We do hereby undertake that those persons whose profiles were part of the basis for evaluation of the bids and have been identified as “Key Personnel” of the proposed team, shall be deployed during the Assignment as per our bid submitted in response to the RFP.
2. I/we undertake that all the resources proposed for deployment on the Assignment at Water Resources Authority (WRA) site are Kenyan Citizens and we are open for verification and security clearance of the above resources by Water Resources Authority (WRA).
3. We undertake that any of the identified “Key Personnel” shall not be removed or replaced without the prior written consent of Water Resources Authority (WRA).
4. Under exceptional circumstances, if the Key Personnel are to be replaced or removed, we shall put forward the profiles of personnel being proposed as replacements, which will be either equivalent or better than the ones being replaced. However, whether these profiles are better or equivalent to the ones being replaced will be decided by Water Resources Authority (WRA). Water Resources Authority (WRA) will have the right to accept or reject these substitute profiles.
5. We also undertake to staff the Project with competent team members in case any of the proposed team members leave the Project either due to voluntary severance or disciplinary actions against them.
6. We acknowledge that Water Resources Authority (WRA) has the right to seek the replacement of any member of the Consultancy team being deployed by us, based on the assessment of Water Resources Authority (WRA) that the person in question is incompetent to carry out the tasks expected of him/her or found that person does not really possess the skills /experience/qualifications as projected in his/her profile or on the ground of security concerns or breach of ethics.
7. In case we assign or reassign any of the team members, we shall be responsible, at our expense, for transferring all appropriate knowledge from personnel being replaced to their replacements within a reasonable time.



Yours faithfully,

On behalf of

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Seal/Stamp of Consultant:

## Annexure – III – Technical evaluation scoring matrix & response forms

### Form C.1: - Profile of Team

1. Name of the Person	
2. Role in the Assignment	
3. Qualification	
4. Total number of years of experience	
5. Number of years with the current company (bidder)	
6. Functional area/expertise	
7. The names of customers for which the person was a Lead Consultant/Consultant/Staff Member (Please provide the relevant names)	

**Note:** *The name of the organization and the date shall appear in each page of such a document/email in the header or footer portion.*

**Form C.2: - Project Plan**

**Project Plan**

No	Activity <sup>1</sup>	Months <sup>2</sup>														
			1	2	3	4	5	6	7	8	9	10	11	N		
1																
2																
3																
4																
5																
6																
7																
8																
.																
.																
N																

1. Indicates all main activities of the assignment including delivery of reports and benchmarks
2. Duration of activities shall be indicated in the form of a bar chart.

Form C.3: - Resource loading

No.	Name of Resource	Area of Expertise	Position Assigned	Task Assigned	Period
1.					
2.					
3.					
4.					

## Annexure – IV – All Mandatory Undertakings

Criteria	Form Number	Compliance (Yes/No)	Page No (of bidder's Proposal)
<b>Bid Formats</b>			
1.	Form A.1		
2.	Form A.2		
<b>Pre-Qualification</b>			
1.	Form B.1		
2.	Form B.2		
<b>Mandatory Requirements</b>			
1.	Form B.3		
2.	Form C.1		
3.	Form C.2		
4.	Form C.3		