



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

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

**TENDER NAME: PRE-FEASIBILITY STUDY FOR THE PROPOSED  
KOCHOLIA MULTIPURPOSE WATER RESOURCES  
DEVELOPMENT PROJECT**

**RFP No: WRA/RFP/03/2018-19**

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)

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**SECTION A - LETTER OF INVITATION**

TO:

DATE: 19<sup>th</sup> March, 2019

Dear Sir/Madam

**TENDER NAME: PRE-FEASIBILITY STUDY FOR THE PROPOSED KOCHOLIA MULTIPURPOSE WATER RESOURCES DEVELOPMENT PROJECT**

**TENDER NO. WRA/RFP/3/2018-19**

Water Resources Authority invites proposals to provide the following consulting services:  
**PRE-FEASIBILITY STUDY FOR THE PROPOSED KOCHOLIA MULTIPURPOSE WATER RESOURCES DEVELOPMENT PROJECT**

More details on the services are provided in the attached request for proposal

The RFP includes the following documents

- a) Section A Letter of Invitation
- b) Section B Information to Consultants
- c) Section C Technical Proposal- Standard Forms
- d) Section D Financial Proposal- Standard Forms
- e) Section E Terms of Reference
- f) Section F Standard Forms of Contract
- g) List of Appendices

The following **MUST** be submitted together with the proposal; -

- a) Certified copy of Certificate of Incorporation in Kenya;
- b) Certified copy of Current CR12 form
- c) Certified copy of Valid Tax Compliance Certificate (please note that the tax Compliance certificates will be verified with the Kenya Revenue Authority and certificates found not to be in order will lead to the disqualification of the bidder at the preliminary evaluation stage);
- d) Certified copy of VAT registration certificate
- e) Certified copy of Pin certificate;
- f) Certified copies of certificates and testimonials of the proposed key staff;
- g) Curriculum vitae(CV) of the proposed key staff signed and dated by the proposed professional staff and the authorized representative submitting the proposal of not more than three pages;
- h) Bidders shall ensure they **serialize, stamp and sign all pages** of the proposals to be submitted;
- i) Current work load (**attach proof**);
- j) Litigation History and
- k) Others documents as described in this RFP

**PLEASE NOTE:**

Items a, b, c, d and e **must** be certified by Commissioner of Oaths or Notaries public.

Please acknowledge, upon receipt:

- That you have understood the contents of this letter of invitation; and
- Whether or not you intend to submit a proposal **either alone or in association.**

The submission date for these proposals is the date and time indicated in the Proposal Documents, and the submission address is:

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

Proposal must be prepared and submitted in two copies;

- 1) **Technical proposal**
- 2) **Financial proposal**

Proposal must be deposited in the Tender Box at NHIF Building, Wing B, and 10th floor or to be addressed to **Chief Executive Officer, Water Resources Authority (WRA) P.O.BOX 45250 00100** so as to be received on or before **26<sup>th</sup> March, 2019 at 11.00 AM**

Prices quoted should be Net, must be in Kenya Shillings and shall remain valid for 90 days from the closing date of the proposal.

Proposals shall be opened immediately thereafter in the presence of consultants or their representatives who choose to attend and **sign the tender opening register** at **Water Resources Authority (WRA)** 10th floor, NHIF Building.

Late bids shall be rejected.

**Jane Kiyai**

**For. Chief Executive Officer, Water Resources Authority**

**SECTION B INFORMATION TO CONSULTANTS**

**1. Introduction**

- 1.1 The client name in appendix “a” will select a firm among those interested to submit a proposal, in accordance with the method of selection detailed under this section.
- 1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment named in the said Appendix.
- 1.3 The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 1.4 The consultants must familiarize themselves with local condition and take into account in preparing their proposals. To obtain first-hand information on the assignment and on the local conditions , consultants are encourage 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.
- 1.5 Consultants should contact the officials name in Appendix “A” to arrange for any visit or to obtain additional information on the pre-proposal conference.
- 1.6 Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements
- 1.7 The client will provide the inputs specified in Appendix “A”, assist the firm in obtaining licenses and permits needed to carry out the study and make available relevant project data and reports.
- 1.8 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 proposal submitted.

## **2. Clarification and Amendment of RFP Document**

- 2.1 Consultants may request a clarification of any of the RFP documents only up to seven (7) days before the proposal submission date.
- 2.2 Any request for clarification must be sent in writing by paper mail or electronic mail to the clients address indicated in Appendix “A”.
- 2.3 The Client will respond by paper mail or electronic mail to such request and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all interested consultants who intend to submit proposals.
- 2.4 At any time before submission of proposals, the Client may for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, amend the RFP.

2.5 Any amendment shall be issued in writing by paper mail or electronic mail through addenda, to all Consultants that have received the proposal documents and will be binding on them.

2.6 In order to allow Consultants reasonable time in which to take the amendment into account in preparing their proposals the Client, at its discretion, may extend the deadline for the submission of proposals.

### 3. Preparation of proposal

3.1 The Consultants' proposal shall be written in English language

#### 3.2 Technical proposal

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

3.3 While preparing the technical proposal, consultants must give particular attention to the following;

- a) 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.
- b) Consultants **shall not** associate with other consultants interested for this assignment.
- c) Any firm associating in contravention of this requirement shall automatically be disqualified.
- d) For assignments on a staff-time basis, the estimated number of professional staff-months is given in Appendix "A". The proposal shall however be based on the number of professional staff-months estimated by the firm.
- e) 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.
- f) Proposed staff must have as a minimum, have the experience indicated in Appendix "A", preferably working under conditions similar to those prevailing in Kenya.
- g) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

3.4 The Technical Proposal **Shall Provide** the following information using the attached Standard Forms;

- (i) A Brief description of the firm's organization and an outline of recent experience on assignments of a similar nature.
- (ii) For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and form's involvement.

- (iii) Any comments or suggestions on the Terms of reference, a list of services and facilities to be provided by the client.
- (iv) A description of the methodology and work p[lan for performing the assignment.
- (v) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (vi) CVs must be currently signed by the proposed professional staff and the authorized representative submitting the proposal of not more than three pages. Key information should include number of working years for the firm/entity and degree of responsibility held in various assignments during the last Five (5) years.
- (vii) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member..
- (viii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix “A” specifies training as a major component of the assignment.
- (ix) Any additional information requested in Appendix “A”.

3.5 The Technical Proposal **shall not** include any financial information.

### 3.6 Financial Proposal

3.7 In preparing the Financial Proposal, Consultants are expected to take into account the requirement and conditions outlined in the RFP documents.

The Financial proposal should follow Standard Forms (Section D).it lists all cost 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 if applicable);
- (c) transportation expenses (international and local, for mobilization and demobilization);
- (d) services and equipment (vehicles, office equipment, furniture and supplies);
- (e) office rent;
- (f) insurance ;
- (g) Printing of documents and training, if it is a major component of the assignment .if appropriate these costs should be broken down by activity.

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

3.9 Consultants shall express the price of their services in Kenya shillings.

- 3.9.1 Prices quoted by the Financial Proposal shall be fixed during the tender validity period and not subject to variation on any account.
- 3.9.2 A proposal submitted with **an adjustable price , alterations on the price schedule, no signature and no official stamp** will be treated as **non-responsive** and will be rejected
- 3.10 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignments will be listed in the Financial Proposal submission form.
- 3.11 The proposal must remain valid for 90 days after the submission date. During this period the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The client will make his best effort to complete negotiations within this period. If the client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposal, in which case such proposal will not be further evaluated.

#### **4. Submission, Receipt and Opening of proposals**

- 4.1 The original proposal (technical Proposal and, Financial proposal) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.
- 4.2 For each proposal, the consultants shall prepare the number of indicated in Appendix "A". Each technical proposal and Financial Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 4.3 The original and all copies of the technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL**" and the original and all copies of the Financial Proposal in a sealed Envelope clearly marked "**FINANCIAL PROPOSAL**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**".
- 4.4 Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in Appendix "A" and clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE PROPOSAL TENDER OPENING COMMITTEE.**"
- 4.5 The completed technical and financial proposals must be delivered at the submission address on or before the time and date stated in Appendix "A".
- 4.6 Any proposal received after the closing time for the submission of proposal shall **OFFICIALLY BE STAMPED LATE**; time indicated and returned to the respective consultant unopened.



4.7 After deadline for submission of proposals, the technical Proposal shall be opened immediately by the Proposal tender opening committee and prepare minutes.

4.8 The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department until all submitted proposal are opened publicly.

4.9 The Consultants or representatives who are present shall sign a register evidencing their attendance.

## 5. Proposal Evaluation General

5.1 From the time the proposals are opened to the time the Contract so awarded, if any consultant wishes to contact the client on any matter related to his proposal ,he should do so in writing at the address indicated in Appendix” A”. Any effort by the Consultant to influence the client in the proposal evaluation, proposal comparison or Contract award decision may result in the rejection of the consultant’s proposal.

5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the Technical evaluation is concluded.

### 5.3 Evaluation of Technical Proposals

5.3.1 The proposal processing 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: -

	<b>Points</b>
(i) Specific experience of the consultant related to the assignment	10
(ii) Comments on TOR	10
(iii) Adequacy of the proposed work plan and methodology in Responding to the terms of reference	30
(iv) Qualifications and competence of key staff for the assignment	50
<b>Total Points</b>	<b>100</b>

5.3.2 Each responsive proposal will be given a technical score.

5.3.3 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 Appendix “A”.

### 5.4 Public Opening and Evaluation of Financial Proposals

5.4.1 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 Proposal will be returned after completing the selection process.

- 5.4.2 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.
- 5.4.3 The opening date shall not be sooner than seven (7) days after the notification date.
- 5.4.4 The notification may be sent by registered letter, or electronic mail.
- 5.4.4 The financial Proposal shall be opened publicly in the presences of the consultants' representative who choose to attend.
- 5.4.5 The name of the consultant, the technical score ( $S_t$ ) 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.
- 5.4.6 The Proposal Tender Processing committee will determine whether the financial proposals are complete (i.e. whether the consultant has costed all the computational errors. The cost of any un-priced 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.
- 5.4.7 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.
- 5.4.8 However, there shall be no such preference in the 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.
- 5.4.9 The formulate for determining the Financial score ( $S_f$ ) shall, unless an alternative formulate is indicated in Appendix" A" , be as follows:-

$$S_f = 100 \times F_m / F$$

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 combine technical and financial score will be invited for negotiations.

## **6 Negotiations**

- 6.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in Appendix “A”. The aim is to reach agreement on all points and sign a contract.
- 6.2 Negotiation 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 Consultant 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 of the Consultant can offer within the available budget and clearly defining the inputs required from the client to ensure satisfactory implementation of the assignment.
- 6.3 Unless there are exceptional reasons, financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 6.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, and the client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the client will require assurance that the experts will be actually available. The client will not consider substitutions during contract negotiation 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.
- 6.5 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 the agreed Contract. If negotiations fail, the client will invite the firm whose proposal received the second highest score to negotiate a contract.

## **7. Award of Contract**

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

- 7.3 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.
- 7.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 7.5 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.
- 7.6 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.
- 8. Confidentiality**  
Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.
- 9. Corrupt or fraudulent practices**
- 9.1 The procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 9.2 The procuring entity will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 9.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

## APPENDIX "A"

- 1.1 The name of the Client is: **Water Resources Authority (WRA)**

- 1.2 The selection method in Request for Proposal is: **Quality and Cost Based Selection Method (QCBS)**
- 1.3 Technical and Financial Proposals are requested: **YES**
- 1.4 The name of the assignment is: **PRE-FEASIBILITY STUDY FOR THE PROPOSED KOCHOLIA MULTIPURPOSE WATER RESOURCES DEVELOPMENT PROJECT**
- 1.5 The objective of the assignment is to prepare for implementation the Kocholia project through Pre-feasibility studies and preliminary designs .The first step in conducting the assignment shall be to carry out pre-feasibility studies and thereafter undertake feasibility study and detailed designs and tender documents (once the project is confirmed as feasible). The final output will include pre-feasibility study reports and preliminary designs and tender documentation for the dam and relevant auxiliary water uses which will form the basis for downstream actions of further investigations.

#### **1.6 SPECIFIC OBJECTIVES OF THE STUDY**

The study has the following specific objectives:

- i. Survey and map the potential storage reservoir site taking into account the potentials of hydro power generation, Irrigation development, water supply and sanitation etc.
- ii. Provide cost estimates of the proposed infrastructure facilities and advise on the appropriate phasing of the works, taking into account economic and financial considerations;
- iii. Make a preliminary assessment of the impact to the environment of the proposed project interventions
- iv. Advise on the most suitable financing options, including public, private partnerships and management structure of the multi-purpose development project
- v. Undertake cost benefit analysis of the proposed project, including a comparison of long term costs of construction and maintenance of the proposed project infrastructure.

#### **Scope of work**

The scope of Services shall cover but not limited to the following prime activities:

1. Carry out detailed water resource assessment, water balance and transfer requirements including possible improvements.

2. Collect available data necessary for the above studies from various sources in consultation with National authorities including Ministry of Water and Sanitation
3. Prepare an exhaustive list and carry out required detailed field surveys and investigations covering remote sensing surveys, topographical, geomorphological, geological, geophysical, geotechnical, hydro-geological, construction material surveys, hydrological, agricultural, land use and land cover and soil surveys etc.
4. Undertake Assessment and optimization of hydropower generation and effective flood control measures coupled with suitable flood warning and reservoir operation system.
5. Undertake Engineering assessment to finalize locations and layouts of the various components of the projects.
6. Carry out preliminary structural and hydraulic design of the various components including head works, water conducting system, tunnel, pump house and lifting arrangement, power house and other facilities, command area development (CAD) works, drainage works, infrastructure network, etc. Prepare necessary drawings in sufficient details for facilitating preparation of bill of quantities for various items of work and preparation of cost estimates, for undertaking benefit-cost analysis.
7. Prepare Detailed Environmental Impact Analysis covering Forests, Wild Life and Ecosystem etc., Development of Environmental Management Plan, Disaster Management Plan and Project Risk Analysis for the project and assessment of project cost for mitigative measures.
8. Undertake Social Impact Analysis on Project Affected Persons, Measures to mitigate adverse impacts and preparation of Resettlement & Rehabilitation (R&R) Plan. Proposals on modalities/ways and means of water transfer canals -way leaves, land compensation etc ought to be taken into considerations.
9. Carry out socio-economic and agro-economic survey and studies in a sample area and formulation of schemes to ensure poverty alleviation, income generation for locals, empowerment of women and underprivileged as beneficiaries etc.
10. Prepare detailed cost estimation, economic and financial analysis including Benefit Cost Ratio Calculation and Financial Assessment for Internal Rate of Return. The Benefits shall be quantified under various items such as irrigation, flood control, water supply for domestic and industrial purpose, hydropower, navigation, tourism etc.
11. Prepare Final Report incorporating all the above aspects including Project Costs, Financial Analysis, and Time Schedule etc. for implementation, and clearly describing

all concerns noted from various impact assessments and provisions and measures taken for mitigating the adverse impacts.

The Authority invites eligible firms who have been in this field for not less than 5 years

- 1.4 A pre-proposal conference will be held: **NO**
- 1.5 The Client shall also give assistance to facilitate the timely granting of the Consultant and his personnel of:-
- (i) **Unobstructed to all sites and location involved in carrying out the services;**
  - (ii) **The consultant will be able for determining the number of personnel staff months to be assigned for the activity;**
  - (iii) **The duration required to finish this assignment is six (3) months ;**
  - (iv) **The minimum required years of experienced of proposed personnel staff is detailed in Terms of Reference under Personnel requirements.**
- 1.6 The estimated number of professional staff months required for the assignment is **THREE (3)**
- 1.7 The minimum required experience of proposed professional staff is detailed in terms of reference under personnel requirements.
- 1.8 Training is a specific component of this assignment: **NO**
- 1.9 Taxes: **the consultant shall be liable to pay all taxes, duties and levies including VAT in accordance with the laws of Kenya and the client shall not reimburse any amount paid in this context.**
- 2.5.2 Consultants **MUST** submit **one (1) original** and **two (2) additional copies** of each proposal.

2.5.3 The proposal submission address is:

**Chief Executive Officer  
Water Resources Authority  
P.O. Box 45250-00100  
NAIROBI  
NHIF Building, Wing B, 10<sup>th</sup> floor**

Information on the outer envelope should also include:

**TENDER NAME: PRE-FEASIBILITY STUDY FOR THE PROPOSED KOCHOLIA  
MULTIPURPOSE WATER RESOURCES DEVELOPMENT PROJECT**

**Tender No. WRA/RFP/03/2018-19**

Proposals must be submitted no later than the following;  
**21st March,, 2019 at 11.00 AM: INDICATED IN THE PROPOSAL DOCUMENT**

2.6.1 The address to send information to the Client is

**Chief Executive Officer**

**Water Resources Authority**

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

**NAIROBI**

procurement.wrma@gmail.com

2.6.3 The minimum technical score pass is **50%**. Any bidder scoring less than **50%** shall be disqualified. Any bidder not submitting mandatory requirements shall be disqualified.

2.7.1 Alternative formulae for determining the financial scores is the following:

The weights given to the Technical and Financial Proposals are:

T= (0.80 to 0.90) and F= (0.10 to 0.20)

2.9.2 The assignment is expected to commence on **immediately** and on **Kocholia, River Malakisi**



## APPENDIX “B”

### EVALUATION GRID

#### Pre-screening criteria

1. Certified copy of pin and vat registration certificate
2. Certified copy of pin certificate;
3. Bidders shall ensure they serialize, stamp and sign all pages of the proposals to be submitted;
4. Litigation History;
5. and Audited accounts for the firm for the last 2 years
6. Certified copies of certificates and testimonials of the proposed key staff;

#### METHODOLOGY AND ORGANISATION

Firm’s experience and organization	10
Comments on terms of reference	10
Methodology, Activity Schedule and Work Plan	30
<b>Total Score for methodology and organization</b>	<b>50</b>

#### KEY PERSONNEL

Total Score for key personnel	50
-------------------------------	----

*The weighting for scoring the key Personnel shall be based on Qualification and Skills (25%), general professional experience (25%) and Specific professional experience (50%)*

Evaluation criteria			
Criteria/Sub-Criteria	Max. Scores	Notes for Evaluation	Bidders Score
(i) Specific experience of the Firm/Consultants relevant to the assignment	10	Consider only preparation of ESIA in Irrigation and dam projects	
Previous similar assignments	8		
Experience in Similar Areas and Conditions.	2	Similar areas - consider east Africa/Africa region	

<b>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference</b>	<b>40</b>		
Comments to ToRs, Data and services provided by client	5		
Adequacy of methodology	25		
<b>Work plan</b>	<b>10</b>		
Detail of the Work plan structure	2		
Activity work schedule	3		
Time Assignment to tasks	2		
Completion and submission of Reports submission	1		
<b>Organization and staffing</b>	<b>2</b>		
Team composition and tasks	1		
Time schedule for professional staff	1		
Qualification and competency of key staff	<b>40</b>	Consider key staff only - Environmental expert , sociologist , Dam engineer, Water Resources or hydrologist expert, surveyor ( key personnel to undertake the assignment)	
Transfer of technology	10		

Staff Evaluation							
Key Staff Name	Max. Score	General Qualifications	Adequacy for the Assignment	Experience in Region and language	Total Marks	Evaluation Notes	Bidders Score
		20	70		90	must have been a team for at least 3 assignments	
Team Leader (ESIA Specialist)	12						
Sociologist/Anthropologist and Gender issues	10						
Water Resources expert	10						
Dam engineer	12						
Surveyor	6						
<b>TOTAL</b>	<b>50</b>						

## SECTION C: TECHNICAL PROPOSAL- STANDARD FORMS

- I. TECHNICAL PROPOSAL SUBMISSION FORM
- II. FIRM'S CURRENT WORKLOAD.
- III. FIRM'S REFERENCES.
- IV. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA. SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT.
- V. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT
- VI. TEAM COMPOSITION AND TASK ASSIGNMENTS
- VII. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF
- VIII. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL
- IX. ACTIVITY (WORK SCHEDULE)
- X. CONFIDENTIAL BUSINESS QUESTIONNAIRE

1. TECHNICAL PROPOSAL SUBMISSION FORM

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

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

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for

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

[Title of consulting services] in accordance with your Request for Proposal dated \_\_\_\_\_ [Date] and our Proposal.

We are hereby submitting our Proposal, which includes this Technical Proposal, [and a Financial Proposal sealed under a separate envelope-where applicable].

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

We remain,

Yours sincerely,

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

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

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

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

## 2. FIRM'S CURRENT WORKLOAD

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

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

Firm's Name: \_\_\_\_\_

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

### 3. FIRM'S REFERENCES

#### Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

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

Assignment Name:	
Country	
Location within Country:	
Professional Staff provided by Your Firm/Entity(profiles):	
Name of Client:	
No of staff:	
Clients contact person for the assignment.	
Address:	
No of Staff-Months;	
Duration of Assignment:	
Start Date (Month/Year):	
Completion Date (Month/Year):	
Approx. Value of Services (Kshs)	
Name of Associated Consultants. If any:	
No of Months of Professional Staff provided by Associated Consultants	
Name of Senior Staff (Project Director/Coordinator, Team Leader	
Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:	
Narrative Description of project:	
Description of Actual Services Provided by Your Staff:	
*Letter of award: Ref no.....Date.....	
*Letter of award: Ref no.....Date.....	

***\*Attach Correspondences***

Firm's Name: \_\_\_\_\_

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

4. 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.



## 5. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

---

## 6. TEAM COMPOSITION AND TASK ASSIGNMENTS

### 1. Technical/Managerial Staff

Name	Position	Task

### 2. Support Staff

Name	Position	Task

**7. 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.

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

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

Full name of staff member: \_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_

**8. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL**

(Months (in the Form of a Bar Chart))

Name	Position	Reports Due/ Activities	1	2	3	4	5	6	Number of months

*(Months in the form of a bar chart)*

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

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

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

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

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

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

**9. ACTIVITY (WORK) SCHEDULE**

**(A). Field Investigation and Study Items**

*[1<sup>st</sup>, 2<sup>nd</sup>, etc, are months from the start to end of assignment)*

	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	
Activity (Work)							
_____							
_____							
_____							
_____							

**(b). Completion and Submission of Reports**

Reports	Date
Inception Report	JANUARY
(a) Draft Report	February
(b) Final Report	March

**SECTION D - FINANCIAL PROPOSAL STANDARD FORMS**

THESE FORMS SHALL INCLUDE;

- (i) FINANCIAL PROPOSAL SUBMISSION FORM
- (ii) SUMMARY OF COSTS
- (iii) BREAKDOWN OF PRICE/PER ACTIVITY
- (iv) BREAKDOWN OF REMUNERATION PER ACTIVITY
- (v) REIMBURSABLE PER ACTIVITY
- (vi) MISCELLANEOUS EXPENSES

(i) FINANCIAL PROPOSAL SUBMISSION FORM

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

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

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for  
(\_\_\_\_\_)

*[Title of consulting services]* in accordance with your Request for Proposal dated  
(\_\_\_\_\_) *[Date]* and our  
Proposal.

Our attached Financial Proposal is for the sum of  
(\_\_\_\_\_) *[Amount in  
words and figures]* inclusive of the taxes.

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

We remain,

Yours sincerely,

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

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

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

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

(ii) SUMMARY OF COSTS

Costs	Currency(kshs0	Amount(s)
Subtotal		
Add 10% contingency		
Taxes		
Total Amount of Financial Proposal		_____

(iii) BREAKDOWN OF PRICE PER ACTIVITY

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

iv. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____		Activity Name: _____	
	Names	Input(Staff months, days, Remuneration or hours as appropriate	Amount
Key Staff (insert proposed position)			
1. ....			
2. ....			
3. ....			
4. ....			
<b>Grand Total</b>			



**v. REIMBURSABLES PER ACTIVITY**

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

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

N o.	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 _____ (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: computers etc.				
4.	miscellaneous				
	Grand Total				

## SECTION V: - TERMS OF REFERENCE

### **PRE-FEASIBILITY STUDY FOR THE PROPOSED KOCHOLIA MULTIPURPOSE WATER RESOURCES DEVELOPMENT PROJECT**

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#### **1.0 BACKGROUND**

The proposed Kocholia dam site is located on River Malakisi, at coordinates E 0651118, N 0069898. The site lies in Kaluka village, in Kengatunyi sub-location, Kocholia location, of Teso district in Western Kenya and the spot has a ground elevation of 1208 m a.s.l. The project consists of a dam and an irrigation scheme within the Amoni – Amagoro Villages. Specific project attributes include: (i) a 43m height composite dam, with a storage capacity of 66.9 MCM; (ii) 3,500 ha of irrigated agriculture; (iii) a mini-hydropower component of 250 kW; (iv) a water supply system to serve 20,000 people by 2035; (v) flow regulation for drought and flood control functions; (vi) restoration of degraded upstream sub-catchments. The project is in line with the Kenya's Vision 2030, Agricultural Sector Development Strategy 2010-2020 and the Irrigation and drainage master plan 2009.

The objective of the project is to contribute to poverty alleviation in the project area by transforming the existing subsistence farming into modernized commercial farming as well as environmental conservation. Specific objectives include provision of water for the rural and urban setting for improved rural livelihoods for the area communities, water storage dam, irrigation, hydropower infrastructure and rural access road development.

The proposed project will assess the potential and viability for multipurpose water resources development in irrigated agriculture, hydropower generation, livestock development, water supply, flood control/protection, drought mitigation, aquaculture, etc., coupled with restoration of the associated sub-catchments. The proposed project area was identified and prioritized by the Government of Kenya as a key development area. The proposed project will contribute to improved water availability through created storage, food security through increased agricultural production, energy security through increased renewable hydropower generation, reduction of environmental degradation and adaptation to climate change. Once implemented, it will directly improve livelihoods of the communities, reduce poverty and boost local and regional economic development, and contribute to climate resilient growth.

#### **1.2 STUDY OBJECTIVE**

The objective of the assignment is to prepare for implementation the Kocholia project through Pre-feasibility studies and preliminary designs. The first step in conducting the assignment shall be to carry out pre-feasibility studies and thereafter undertake feasibility study and detailed designs and tender documents (once the project is confirmed as feasible). The final output will include pre-feasibility study reports and preliminary designs and tender documentation for the dam and relevant auxiliary water uses which will form the basis for downstream actions of further investigations.

### **1.2.1 SPECIFIC OBJECTIVES OF THE STUDY**

The study has the following specific objectives:

- vi. Survey and map the potential storage reservoir site taking into account the potentials of hydro power generation, Irrigation development, water supply and sanitation etc.
- vii. Provide cost estimates of the proposed infrastructure facilities and advise on the appropriate phasing of the works, taking into account economic and financial considerations;
- viii. Make a preliminary assessment of the impact to the environment of the proposed project interventions
- ix. Advise on the most suitable financing options, including public, private partnerships and management structure of the multi-purpose development project
- x. Undertake cost benefit analysis of the proposed project, including a comparison of long term costs of construction and maintenance of the proposed project infrastructure.

## **2.0 DESCRIPTION OF THE STUDY**

### **2.1 DETAILED DESCRIPTION OF THE CONTENT OF THE STUDY AND DEFINITION OF THE EXPECTED RESULTS**

Given the above study specific objectives, the following are the expected results of the study:

- i. Determination of the necessary works for the proposed project
- ii. Determination of the most cost effective measures of the proposed project clearly indicating the likely costs and benefits of options
- iii. Recommendation on the options that should be advanced to full feasibility and engineering design studies
- iv. Water demand forecasts for the proposed infrastructure
- v. Determination of the likely synergies between the proposed intervention measures and other similar regional development initiatives
- vi. Environmental impact analysis of the project and recommendations on mitigation measures.
- vii. Recommendations on the most appropriate financing mechanisms as well as management structures of the proposed infrastructure development.

### **2.2 SCOPE OF SERVICES**

The scope of Services shall cover but not limited to the following prime activities:

1. Carry out detailed water resource assessment, water balance and transfer requirements including possible improvements.
2. Collect available data necessary for the above studies from various sources in consultation with National authorities including Ministry of Water and Sanitation
3. Prepare an exhaustive list and carry out required detailed field surveys and investigations covering remote sensing surveys, topographical, geomorphological, geological, geophysical, geotechnical, hydro-geological, construction material surveys, hydrological, agricultural, land use and land cover and soil surveys etc.
4. Undertake Assessment and optimization of hydropower generation and effective flood control measures coupled with suitable flood warning and reservoir operation system.
5. Undertake Engineering assessment to finalize locations and layouts of the various components of the projects.
6. Carry out preliminary structural and hydraulic design of the various components including head works, water conducting system, tunnel, pump house and lifting arrangement, power house and other facilities, command area development (CAD) works, drainage works, infrastructure network, etc. Prepare necessary drawings in sufficient details for facilitating preparation of bill of quantities for various items of work and preparation of cost estimates, for undertaking benefit-cost analysis.
7. Prepare Detailed Environmental Impact Analysis covering Forests, Wild Life and Ecosystem etc., Development of Environmental Management Plan, Disaster Management Plan and Project Risk Analysis for the project and assessment of project cost for mitigative measures.
8. Undertake Social Impact Analysis on Project Affected Persons, Measures to mitigate adverse impacts and preparation of Resettlement & Rehabilitation (R&R) Plan. Proposals on modalities/ways and means of water transfer canals -way leaves, land compensation etc ought to be taken into considerations.
9. Carry out socio-economic and agro-economic survey and studies in a sample area and formulation of schemes to ensure poverty alleviation, income generation for locals, empowerment of women and underprivileged as beneficiaries etc.
10. Prepare detailed cost estimation, economic and financial analysis including Benefit Cost Ratio Calculation and Financial Assessment for Internal Rate of Return. The Benefits shall be quantified under various items such as irrigation, flood control, water supply for domestic and industrial purpose, hydropower, navigation, tourism etc.

11. Prepare Final Report incorporating all the above aspects including Project Costs, Financial Analysis, and Time Schedule etc. for implementation, and clearly describing all concerns noted from various impact assessments and provisions and measures taken for mitigating the adverse impacts.

Water Resources Authority invites eligible firms who have a minimum experience of five (5) years of similar related works.

### **3. REPORTS AND TIME SCHEDULE.**

#### **3.1 Commencement**

The consultant shall commence the study immediately after the effective date of contract

#### **3.2 Reports schedule**

The consultant shall prepare and submit to the Director Trans boundary the following reports.

- a) Inception report
- b) Final report

All reports shall be in English and prepared on A4 size paper.  
All copies shall be submitted in both hard and soft copies

#### **3.3 Time schedule**

The study shall be completed and forwarded this Office within three (3) Months for the commencement of the assignment. The consultant should be prepared to attend meeting with the client to discuss the assignment at these stage.

#### **3.4 Lateness in reporting**

Where a report is delayed beyond the stipulated time of submission, the consultant shall provide to the client an explanation satisfactory to the client for the delay in submission and the remedial measures to be undertaken.

#### **3.5 The report structure**

International report format to be adhered to

4. Data Services, Personnel and Facilities to be provided by the Client, and Terms of Payment.

- 5.1 This Section should be prepared very carefully by the procuring entity to ensure that the consultancy assignment is well understood by the consultants.

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Special Notes

1. The Lump-Sum price is arrived at on the basis of inputs – including rates – provided by the Consultant. The Client agrees to pay the Consultant according to a schedule of payments linked to the delivery of certain outputs, usually reports. Lump-sum contracts have the simplicity of administration, the Client having only to be satisfied with the outputs without monitoring the staff inputs and should be used for large

Assignments in for example Design; Engineering; Supervision and Management Services; Master plans; Economic and Feasibility studies; and Surveys.

2. The Contract includes four parts:
  - Form of Contract,
  - The General Conditions of Contract,
  - The Special Conditions of Contract and
  - The Appendices



CONTRACT FOR CONSULTANT'S SERVICES

Between

\_\_\_\_\_  
*[Name of the Client]*

AND

\_\_\_\_\_  
*[Name of the Consultant]*

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

## I. FORM OF CONTRACT

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

\_\_\_\_\_ [name of consultant] of [or whose registered office is situated at] \_\_\_\_\_ [location of office] (hereinafter called the "Consultant") of the other part.

### WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Consultant, having 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
    - Appendix G: Confidential Business Questionnaire
2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:

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

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

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

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

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

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

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

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

*[Full name of Consultant's Authorized representative]* \_\_\_\_\_

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

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

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

## GENERAL CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

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

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

- (m) “Sub consultant” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

**1.2 Law Governing The Contract** This Contract, its meaning and interpretation and the relationship between the Parties shall be governed by the Laws of Kenya.

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

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

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

**1.6 Authorized Representative’s** 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.

**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**

**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.
- 2.5.3 Extension Of Time** Any period within which a Party shall, pursuant to this Contract complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 2.5.4 Payments** During the period of his inability to perform the Services As a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period.
- 2.6 Termination –**
- 2.6.1 by the Client** The Client may terminate this Contract by not less than thirty (30) days’ written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in this Clause;

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

For the purpose of this clause;

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

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

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

### **2.6.2 by the Consultant**

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

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

### **2.6.3 Payment upon termination**

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

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) Except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable costs incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

### **3. OBLIGATIONS OF THE CONSULTANT**

#### **3.1 General**

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

#### **3.3 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 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 Affiliates 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.

### **3.4 Insurance to be Taken Out by the Consultant**

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

### **3.5 Consultant's Actions Requiring Client's prior.**

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 shall, of the Client Contract**

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 , deliver all such documents and software to the Client together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

## **4. CONSULTANT'S PERSONNEL**

### **4.1 Description of Personnel**

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

### **4.2 Removal and/ or Replacement of Personnel**

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## **5. OBLIGATIONS OF THE CLIENT**

### **5.1 Assistance and Exemptions**

The Client shall use his best efforts to ensure that the 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.

## **6. PAYMENTS TO THE CONSULTANT**

### **6.1 Lumps-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.

### **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.

### **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 lending base

## **7. SETTLEMENT OF DISPUTES**

### **7.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

### **7.2 Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred by either Party to the arbitration and final decision of a person to be agreed between the Parties.  
Failing

Agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.

**SPECIAL CONDITIONS OF CONTRACT**

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

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

1.4 The addresses are:  
Client: **Chief Executive Officer**  
**Water Resources Authority**  
P.O. Box 45250-00100  
**NAIROBI**

Attention: **Chief Executive Officer**

Telephone: \_\_\_\_\_  
Telex; \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email \_\_\_\_\_

Consultant: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone; \_\_\_\_\_  
Telex: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

1.6 The Authorized Representatives are:

For the Client: **Chief Executive Officer**

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 **Fourteen (14) calendar days after issue of the commencement letter**

2.3 The period shall be **six (6) weeks**.

*Note: Fill in the period, e.g., four (4) months or such other period as the Parties may agree in writing.*

2.4 The consultant shall sign **Service Level Agreement** with the client which shall quantify the minimum acceptable service to the client and the Consultant's will be assessed every quarterly during the implementation of the contract.

2.5 The consultant shall be responsible for the accuracy of data upon time of implementation.

3.4 The risks and coverage shall be:

(i) Professional liability **full amount of the contract.**

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

6.2(a) the amount in foreign currency or currencies is **Nil**

6.2(b) the amount in local Currency is \_\_\_\_\_ *[Insert amount]*

6.4 Payments shall be made according to the following schedule:

- ONE HUNDRED (100) percent of the Contract Price shall be paid upon submission of a contract completion **final Study certificate**, acceptance, and approval by the client of the **final Study report**.

*Payments of kshs. \_\_\_\_\_ amount in words \_\_\_\_\_*

Account Name:

Account Number:

Bank name:

Bank Branch:

Bank code:

6.7 payments shall be made within ninety (90) days of receipt of invoice and other relevant documents specified.

6.8 The Consultancy services rendered by the consultant shall be carried out to the satisfactory of the director Trans boundary waters following which a contract completion certificate shall be issued and final payment made.

## APPENDICES

### APPENDIX A – DESCRIPTION OF THE SERVICES

*Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.*

### APPENDIX B – REPORTING REQUIREMENTS

*List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”*

### APPENDIX C– KEY PERSONNEL AND SUBCONSULTANTS

*List under: C-1 Titles [and names, if already available], detailed job descriptions  
And minimum qualifications of Personnel and staff-months for each.*

*C-2 List of approved Sub consultants (if already available); same information with respect to their Personnel as in C-1.*

### APPENDIX D – BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

*List here the elements of cost used to arrive at the breakdown of the lump-sum price – foreign currency portion:*

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

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

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

*List here the elements of cost used to arrive at the breakdown of the lump-sum Price – local currency portion.*

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

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

### APPENDIX F – SERVICES AND FACILITIES PROVIDED BY THE CLIENT

CONTRACT

This Agreement, [hereinafter called "the Contract"]) is entered into this \_\_\_\_\_ [Insert starting date of assignment], by \_\_\_\_\_ and \_\_\_\_\_ between \_\_\_\_\_ [Insert Client's name] of [or whose registered office is situated at] \_\_\_\_\_ [insert Client's address](hereinafter called "the Client") of the one part AND

\_\_\_\_\_ [Insert Consultant's name] of [or whose registered office is situated at] \_\_\_\_\_ [insert Consultant's address](hereinafter called "the Consultant") of the other part.

WHEREAS the Client wishes to have the Consultant perform the services [hereinafter referred to as "the Services", and

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services (i) the Consultant shall perform the Services specified in Appendix A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract.
- (ii) The Consultant shall provide the personnel listed in Appendix B, "Consultant's Personnel," to perform the Services.
- (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, "Consultant's Reporting Obligations."

2. Term the Consultant shall perform the Services during the period commencing on \_\_\_\_\_ [Insert starting date] and continuing through to \_\_\_\_\_ [Insert completion date], or any other period(s) as may be subsequently agreed by the parties in writing.

3. Payment A. Ceiling  
For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to exceed \_\_\_\_\_ [Insert amount]. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments



The schedule of payments is specified below (Modify in order to reflect the output required as described in Appendix C.)

Kshs \_\_\_\_\_ upon the Client's receipt of a copy of this Contract signed by the Consultant;

Kshs \_\_\_\_\_ upon the Client's receipt of the draft report, acceptable to the Client; and

Kshs \_\_\_\_\_ upon the Client's receipt of the final report, acceptable to the Client.

Kshs \_\_\_\_\_ Total

C. Payment Conditions

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty [30] days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 here below. 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.

4. Project Administration

A. Coordinator.

The Client designates \_\_\_\_\_ [insert name] as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for payment.

B. Reports.

The reports listed in Appendix C, "Consultant's Reporting Obligations," shall be submitted in the course of the (ii) assignment and will constitute the basis for the payments to be made under paragraph 3.

5. Performance Standards

the Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees

assigned under this Contract that the Client considers unsatisfactory.

6. Confidentiality the Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
7. Ownership of Any studies, reports or other material, graphic, software Material or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
8. Consultant Not To be Engaged In certain Activities the Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant 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.
9. Insurance the Consultant will be responsible for taking out any appropriate insurance coverage.
10. Assignment the Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
11. Law Governing the Contract shall be governed by the laws of Kenya and
12. Language the language of the Contract shall be English Language.
13. Dispute Resolution any dispute arising out of the Contract which cannot be amicably settled between the parties shall 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.

FOR THE CLIENT

FOR THE CONSULTANT

Full name; \_\_\_\_\_

Full name; \_\_\_\_\_

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

Title:

\_\_\_\_\_

Signature; \_\_\_\_\_

Signature; \_\_\_\_\_

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

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

## SECTION 6 - STANDARD FORMS

Notes on Standard Forms

**FAILURE TO COMPLETE, SIGN AND STAMP ANY OF THESE FORMS WILL LEAD TO THE DISQUALIFICATION OF THE TENDERER.**

1. THE FORM OF TENDER,
2. THE CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM
3. THE LETTER OF NOTIFICATION OF AWARD
4. LETTER OF NOTIFICATION TO UNSUCCESSFUL BIDDERS
5. INTEGRITY DECLARATION -(SECTIONS 38, 40, 41, 42 & 43 OF THE PPAD ACT, 2015)
6. NON-DEBARMENT DECLARATION - SECTIONS 35 PPAD ACT, 2015)
7. SUPPLIERS CODE OF ETHICS - (SECTIONS 35 PPAD ACT, 2015)
8. ATTACH CERTIFIED COPY TAX COMPLIANCE 2016
9. REQUESTS FOR REVIEW FORM

**FORM OF TENDER**

(\*Failure to **Complete, Sign And Stamp** any of the **Form of Tender Will Lead to the Disqualification of The Tenderer.**)

Date: \_\_\_\_\_  
Tender No. \_\_\_\_\_

To: .....  
.....  
[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda.  
Nos. ....[insert numbers]. The receipt of which is hereby duly acknowledged, we the undersigned, offer to purchase and collect all the items offered to us in conformity with the said tender documents for the sum of kshs.....[total tender amount in words] kshs.....[total tender amount in figures]for such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to pay the full amount and collect the items within seven days (7) in accordance with the requirements of the tender.

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

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

Duly authorized to sign tender for and on behalf of  
.....  
.....  
.....

Dated this ..... day of ..... 20 .....  
[Signature].....[in the capacity  
of].....

Official Stamp.....

**CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM**

(\* Failure to **Complete, Sign and Stamp** Any of the **Confidential Business Questionnaire Form** Will Lead to the **Disqualification of the Consultant**)

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

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

**PART 1 – GENERAL**

Business Name

.....

Location of business Premises

.....

Plot No. .... Street/Road

.....

Postal Address .....Code

.....

Tel No. ....Current Mobile

No.....

Fax.....email.....

.....

Nature of business

.....

Current Trade Licence No. .... Expiring date .....

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

.....

.....

Name of your bankers .....

Branch .....

**PART 2 (A) – SOLE PROPRIETOR(INDIVIDUAL)**

Your Name in full

.....

Age

.....Gender.....

Nationality ..... Country of origin

.....

\* Citizenship details

.....

**PART 2 (B) PARTNERSHIP**

Given details of partners as follows:

Name

Nationality

Citizenship Details

Shares

1. ....
- 1 .....
  - 2 .....
  - 3 .....

**PART 2 (C) – REGISTERED COMPANY**

Private or Public .....

State the nominal and issued capital of company –  
 Nominal  
 Kshs.....  
 Issued Kshs.....

Given details of all directors as follows

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

**PART 2 (D) – CO-OPERATIVE SOCIETY**

Private or Public .....

State the nominal and issued capital of company –  
 Nominal  
 Kshs.....  
 Issued  
 Kshs.....

Given details of all directors as follows

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

**PART 2 (E) – RESERVATIONS**

Reservation category please tick {youth} or (persons with disabilities}or{women}  
 Name of company .....

**Attach a clear relevant reservation certificate of this category**

State the nominal and issued capital of company –  
 Nominal Kshs.....  
 Issued Kshs.....

Given details of all directors as follows

Name	Nationality	Citizenship Details	Age
1. ....	.....	.....	.....
2.....	.....	.....	.....
3.....	.....	.....	.....

**Part 2(F) Interest In the Firm:**  
 Are there any person/ persons in Ministry of Water And irrigation who has interest in this firm?

Date

.....

Seal/Signature of Authorized representative

.....

\*Attach proof of citizenship (compulsory)

\*\* Attach certified copy of current (within last 12 months) form cr 12



**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

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

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

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

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

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

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

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

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

SIGNED FOR ACCOUNTING OFFICER

**LETTER OF NOTIFICATION TO UNSUCCESSFUL BIDDERS**

*(To be printed on the letterhead of the procuring entity)*

*(Dated)*

TO; *(name and address of the supplier)*

RE: Letter of notification of Unsuccessful Bidders

This is to inform you in that your offer in relation to (tender name and number) has been determined to be unsuccessful upon evaluation. We intend to make a contract with (name of successfully tenderer) for (amount) your tender deposit declaration will be discharged.

Thank you for your participation in the tender disposal process

Yours

(Name of Accounting Officer)

SIGNED FOR ACCOUNTING OFFICER/HEAD OF PROCURING ENTITY

**INTEGRITY DECLARATION**

(Sections 38, 40, 41, 42 & 43 of the PPD Act, 2015)

*(\*FAILURE TO COMPLETE, SIGN AND STAMP ANY OF THE INTEGRITY DECLARATION FORM WILL LEAD TO THE DISQUALIFICATION OF THE TENDERER.)*

I/We/Messrs..... Of  
.....

Street/avenue, ..... Building, P. O. Box.....Code ....., of ..... (Town),  
..... (Nationality), Phone ..... E-mail..... declare that Public  
Procurement is based on a free and fair competitive tendering process which should not be  
open to abuse.

I/We ..... declare that I/We will  
not offer or facilitate, directly or indirectly, any inducement or reward to any public officer,  
their relations or business associates,

In connection with

Tender name: .....

Tender No. ....

For/or in the subsequent performance of the contract if I/We am/are successful.

Dated this .....day of ..... 20.....

Authorized Signature..... Official Stamp  
.....

Name and Title of Signatory.....

**NON-DEBARMENT DECLARATION**

(Sections 35 PPAD Act, 2015)

**\*FAILURE TO COMPLETE, SIGN AND STAMP ANY OF THE NON-DEBARMENT STATEMENT FORM WILL LEAD TO THE DISQUALIFICATION OF THE TENDERER.**

I/We/Messrs..... Of .....  
Street/avenue, ..... Building, P. O. Box .....Code ....., of ..... (Town), .....  
... (Nationality), Phone ..... E-mail..... declare that

I/We /Messrs .....are not debarred from participating  
in public procurement by the Public Procurement Oversight Authority pursuant to section  
115 of the Public Procurement and Asset Disposal Act, 2015.

Dated this .....day of ..... 20.....

Authorized Signature.....

Official Stamp .....

Name and Title of Signatory.....

**SUPPLIERS CODE OF ETHICS**

(Sections 35 PPD Act, 2015)

*(FAILURE TO COMPLETE, SIGN AND STAMP ANY OF THESE FORMS WILL LEAD TO THE DISQUALIFICATION OF THE TENDERER)*

I/We/Messrs..... Of .....  
Street/avenue, ..... Building, P. O. Box .....Code ....., of ..... (Town), .....  
.... (Nationality), Phone ..... E-mail..... declare that

I/We /Messrs .....are not debarred from participating  
in public procurement by the Public Procurement Oversight Authority pursuant to section  
115 of the Public Procurement and Asset Disposal Act, 2015.

Dated this .....day of ..... 20.....

Authorized Signature.....

Official Stamp .....

Name and Title of Signatory.....

REQUESTS FOR REVIEW FORM

FORM RB 1  
REPUBLIC OF KENYA  
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN  
.....APPLICANT

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of  
.....dated the...day of .....20.....in the matter of Tender No.....of  
.....20...

**REQUEST FOR REVIEW**

I/We.....,the above named Applicant(s), of address: Physical  
address.....Fax No.....Tel. No.....Email ....., hereby request the Public  
Procurement Administrative Review Board to review the whole/part of the above  
mentioned decision on the following grounds , namely:-

- 1.
- 2.
- Etc.

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

- 1.
- 2.
- Etc

SIGNED .....(Applicant)

Dated on.....day of ...../...20...

---

**FOR OFFICIAL USE ONLY**

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

**SIGNED**  
Board Secretary