



# **TANA WATER WORKS DEVELOPMENT AGENCY**

## **REQUEST FOR PROPOSAL (RFP)**

### **CONSULTANCY SERVICES FOR THE DESIGN AND PREPARATION OF TENDER DOCUMENTS OF DEDAN KIMATHI UNIVERSITY OF TECHNOLOGY SEWERAGE PROJECT**

**TENDER NO. TWWDA/RFP/001/2020-2021**

**AUGUST 2020**

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## **INTRODUCTION**

Tana Water Works Development Agency (TWWDA) was established under section 65(1) of the Water Act, 2016 vide Legal Notice No. 27 of 26th April 2019. The Agency is one of the nine (9) Water Works Development Agencies established under the Ministry of Water, Sanitation and Irrigation. The Agency's mandate is: to undertake the development, maintenance and management of the National Public Water Works within its area of jurisdiction.

Dedan Kimathi University of Technology (DeKuT) was established under the University's Act 2012 by the Government of Kenya in December 2012. It is a Public University that focuses exclusively on Technology. It is the successor of Kimathi University College of Technology (KUCT), a constituent college of Jomo Kenyatta University of Agriculture and Technology (JKUAT) that was established in 2007.

The current waste water collection system and waste water treatment plant for DekuT was constructed in 2008. The system consists of waste stabilization ponds with a design capacity of approximately 350m<sup>3</sup>/day and a trunk sewer approximately 2.5 kilometers of 225mm uPVC pipes. Currently the waste water treatment plant receives an inflow of about 500m<sup>3</sup>/day. This caters for about 50% of the University population and about 5% neighbouring estates that accommodate the university students

### **Tana Water Works Development Agency Request for Proposals (RFPs) (Consultancy Services) for the Design and Preparation of Tender Documents of Dedan Kimathi University of Technology Sewerage Project at the University in Nyeri town, Nyeri County.**

Interested and competent bidders possessing the requisite skills, resources and experience for execution of the works may obtain documents outlining guidelines for the RFPs from **TWWDA Procurement Offices, Maji House, Baden Powell Road, Nyeri** during normal working hours. Request for Proposal Documents can also be downloaded from TWWDA Website: [www.tanawwda.go.ke](http://www.tanawwda.go.ke). **There shall be a mandatory site visit on Thursday, 27th August, 2020 at 10.00pm.**

Request for Proposals shall be accompanied with the necessary requirements as detailed in the documents. Interested bidders are therefore advised to acquaint themselves with the stated requirements.

Completed RFPs documents should be submitted in plain sealed envelopes (in "original" and "two copies") **PROPERLY BOUND ALL** clearly marked: **"TWWDA Request for Proposal No. TWWDA/RFP/001/2020-2021 for the Design and Preparation of Tender Documents of Dedan Kimathi University of Technology Sewerage Project"** as per instructions in the Request for Proposal documents and addressed to:-

**THE CHIEF EXECUTIVE OFFICER  
TANA WATER WORKS DEVELOPMENT AGENCY  
P O BOX 1292-10100**

## **NYERI**

Should be deposited in the **Tender Box on Ground Floor, Maji House Baden Powell Road** on or before **11.00 a.m. local time on 30<sup>th</sup> September, 2020.**

**Request for Proposals (RFPs) documents shall remain valid for 120 days from the date of closing the tender.**

TWWDA reserves the right to accept or reject any application either in whole or in part without giving reasons for either rejection or acceptance.

Selection of firms will be in accordance with the evaluation criteria and guidelines set out in the Public Procurement and Disposal Act, 2005 and the Public Procurement and Disposal Regulations, 2006.

**SECTION I - LETTER OF INVITATION**

TO: *(Name and Address of Consultants)*                      Date \_\_\_\_\_

Dear Sir/Madam,

RE: *(Subject of the Consultancy)*

1.1 TANA WATER WORKS DEVELOPMENT AGENCY invites proposals for the following consultancy services for **THE DESIGN AND PREPARATION OF TENDER DOCUMENTS OF DEDAN KIMATHI UNIVERSITY OF TECHNOLOGY SEWERAGE PROJECT**

1.2 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 Upon receipt, please inform us  
(a) that you have received the letter of invitation  
(b) whether or not you will submit a proposal for the assignment

Yours sincerely

**Eng. Moses M. Naivasha**  
**CHIEF EXECUTIVE OFFICER**  
**TANA WATER WORKS DEVELOPMENT AGENCY**

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

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## **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.

2.1.7 The price to be changed for the tender document shall not exceed Kshs.1,000/=

2.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

## **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, cable, telex, facsimile or electronic mail to the Client's address indicated in the Appendix "ITC". The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

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 mail, cable, telex or facsimile 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 have 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.

2.3.4 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. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix "A" specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix "A".

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 (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.

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 Only.**

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 60 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.

## **2.5 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 authorised 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 the submission address and other information indicated in the Appendix “ITC” and be clearly marked, “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**”

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 by the opening committee. 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.

## **2.7 Evaluation of Technical Proposal**

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

## 2.7.1 Preliminary evaluation of open Request for Proposal

### **Preliminary Evaluation**

The Tender Processing Committee shall first conduct a preliminary evaluation to determine whether

- i. the tender has been submitted in the required format;
- ii. the tender has been signed by the person lawfully authorized to do so;
- iii. the required number of copies of the tender have been submitted; - (original and two copies of the Technical Proposal; original and two copies of the Financial Proposal)
- iv. the forms of technical and financial proposal submission forms have been completed, stamped and signed
- v. the tender is valid for the period required ; and
- vi. all required documents and information have been submitted.

## 2.7.2 Mandatory Requirements

Participating firms will be required to attach copies of the following documents as part of their RFP.

### **Mandatory / Statutory requirements**

- i. Certificate of Company / Firm Registration
- ii. List of Directors with respective shareholding & details of citizenship
- iii. Valid TAX Compliance Certificate or equivalent
- iv. Audit Accounts for the last two years
- v. Current registration and practicing certificates of professional bodies
- vi. Signed Certificate of Tenders Pre- Site Visit
- vii. Power of attorney (of Tender signatory) in case of a joint venture

Failure to provide any of the above will result to disqualification. Any firm specifically exempted from any of the requirements may provide documentary proof of the same.

**(RFPs which do not satisfy any of the above requirements (clause 2.7.1 & 2.7.2) shall be rejected)**

## **TECHNICAL EVALUATION**

**Minimum cut off point is 75 % of the Total Score.**

### **A. Relevant Experience – 20 Points**

Details of experience and past performance of three clients in **Sewerage Project Design**, within the past ten years that can best demonstrate past experience in providing similar services. Each

project should include name of client / firm, clear physical address of client and contact persons. (Attach award letter, Local Purchase / Service Order or signed contracts as evidence / proof of contract).

**NB: Clients MAY BE contacted to verify the information given**

**B. Personnel – 30 Points**

List / provide at least five (5) key professional staff with specific portfolio / task each with the following minimum qualification and experience:

**C. Approach Paper / Adequacy of Methodology and Response to Terms of Reference – 40 Points**

Design Approach: Demonstrate the ability to design the solution for the works.

**D. Business support and References – 5 Points**

Bankers, evidence and / or plan to access financial resources to undertake the project, letters of recommendation from referees.

**LPO's or award letters shall not be treated as references letters.**

**E. Signed and filled Confidential Business Questionnaire – 5 Points**

**Total Points      100**

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".

**Note**

Documentation in support of bid responses must be supplied to enable the evaluation of the relevance of the responses. Bidders will be awarded 0 (zero) points for an item if no documented proof is attached for that specific item. Take note that only supplied information will be adjudicated and no effort will be made to request outstanding information

**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, cable, telex, facsimile 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:-  
 $Sf = 100 \times \frac{FM}{F}$  where Sf is the financial score; Fm 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 (St) and financial (Sf) 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:  $S = St \times T \% + Sf \times P \%$ . 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 10% 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 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 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.

## **Appendix to information to consultants**

### **Note on the Appendix to Information to Consultants**

1. The Appendix to information to consultant is intended to assist the procuring entity in providing specific information in relation to corresponding claims in the information to consultants included in Section II and the appendix has to be prepared for each specific consultancy.
2. The Procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the assignment of the consultancy and the proposals evaluation criteria that will apply to the RFP Consultancy.
3. In preparing the appendix the following aspects should be taken into consideration.
  - (a) The information that specifies or complements provisions of Section II to be incorporated.
  - (b) Amendments of Section II as necessitated by the circumstances of the specific consultancy to be also incorporated
  - (c) Section II should remain unchanged and any changes or amendments should be introduced through the appendix.

### **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**

2.1.1 The name of the Client is: **TANA WATER WORKS DEVELOPMENT AGENCY**

2.1.1 The method of selection is: **Quality Cost Based Selection**

2.1.2 Technical and Financial Proposals are requested: **Yes**

The name, objectives, and description of the assignment:

**“Request for Proposal (RFP) for Consultancy Services for the Design and Preparation of Tender Documents Dedan Kimathi University of Technology Sewerage Project.”**

2.1.3 A pre-proposal conference/site visit will be held: **Yes** - Date and venue as indicated in the advertisement.

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

Eng. Moses M. Naivasha  
TWWDA Head Office, Maji House, Nyeri  
Baden Powell Road  
P.O. Box 1292-10100,  
**NYERI**

Tel. 254-61-2032282  
Cel. 254-724-259891

Email: **tanawaterboard@yahoo.com**

2.1.4 The Client will provide the following inputs:

Relevant project data

2.1.5 (i) The estimated number of professional staff months required for the assignment is;

**EIGHTEEN (18)**

(ii) The minimum required experience of proposed professional staff is:

**Team Leader – Water Supply and Sanitation Engineer**

- i. Graduate in Civil Engineering with a bias in Water and Sewerage
- ii. Should have at least 10 years hands on experience in carrying out similar assignments
- iii. Should have an in depth understanding of FIDIC contract regulations
- iv. Must have been involved in the design, implementation and supervision of at least three projects in sewerage works of similar magnitude during the last 10 years
- v. Registered as a professional or consulting engineer with the Engineers Board of Kenya or similar and equivalent National/International Registration/Accreditation Board/Body

A post graduate qualification on project management will be an added advantage

### **Structural Engineer**

- i. Graduate in Civil Engineering with a bias in Civil and Structural Works
- ii. Should have at least 7 years hands on experience in carrying out similar assignments
- iii. Should have experience and an in depth understanding of FIDIC contract management regulations
- iv. Must have been involved in the design, implementation and supervision of at least two projects in sewerage works of similar magnitude during the last 10 years
- v. Registered as a professional or consulting engineer with the Engineers Board of Kenya or similar and equivalent National/International Registration/Accreditation Board/Body

### **Surveyor**

- i. Bsc. In Engineering Survey
- ii. Should have at least 7 years hands on experience in Sewerage/sanitation infrastructure survey, topographic survey, mapping, map digitization, block mapping and implementation of similar projects.
- iii. Should be able to use Total Station with relevant software for data transmission and management
- iv. Registered as a professional or consulting engineer with the relevant body in Kenya or similar and equivalent National/International Registration/Accreditation Board/Body

### **Environmental Expert**

- i. Bsc. In Environment or Msc. In Water and Environmental Resource Management of similar qualification
- ii. Should have at least 5 years hands on experience in conducting environmental and social impact assessment, environmental audits and developing environmental management and mitigation plans.
- iii. Should be registered as a Lead Expert by the National Environmental Management Authority (NEMA) of Kenya.

### **Electrical / Mechanical Engineer**

- i. Bachelor's Degree in Electrical or Mechanical Engineering
- ii. Should have at least 5 years hands on experience in design and supervision of plant installation and maintenance in waste water treatment plants projects.
- iii. Registered as a professional or consulting engineer with the Engineers Board of Kenya or similar and equivalent National/International Registration/Accreditation Board/Body

### **Other Personnel Qualifications**

The Consultant is free to propose any additional expertise he / she may deem necessary for efficient, comprehensive and timely delivery of the works.

The following is the estimated time of engagement for Experts.

<b>Expert</b>	<b>Time of Engagement (Man-Months)</b>
Team Leader - Water Supply and Sanitation Engineer	4
Structural Engineer	3
Structural Engineer	3
Surveyor	3
Environmental Expert	2
Electrical / Mechanical Engineer	3
<b>TOTAL</b>	<b>18</b>

2.4.2 Taxes: **Submission of tax compliance certificate for Kenyan firms, indemnity cover and other related documents are a requirement.**

2.5.2 Consultants must submit an original and **two (2)** additional copies of each proposal plus a **soft copy** (CD).

2.5.4 The proposal submission address is:

**The Chief Executive Officer,  
Tana Water Works Development Agency  
Maji House, Nyeri  
Baden Powell Road  
P.O. Box 1292-10100,  
NYERI – KENYA.**

Tel. 254-61-2032282

Cel. 254-724-259891

Email: [tanawaterboard@yahoo.com](mailto:tanawaterboard@yahoo.com)

Information on the outer envelope should also include:

**CONSULTANCY SERVICES FOR THE DESIGN AND PREPARATION OF  
TENDER DOCUMENTS DEDAN KIMATHI UNIVERSITY OF TECHNOLOGY  
SEWERAGE PROJECT**

**REF No. TWWDA/RFP/001/2020-2021**

**DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION  
COMMITTEE.**

2.5.4 Proposals must be submitted not later than the date and time specified in the advertisement.

2.6.1 The address to send information to the Client is

**The Chief Executive Officer,  
Tana Water Works Development Agency  
Maji House, Nyeri  
Baden Powell Road  
P.O. Box 1292-10100,  
NYERI – KENYA.**

Email: [tanawaterboard@yahoo.com](mailto:tanawaterboard@yahoo.com)

2.8.1 The minimum technical score required to pass: **75%**

2.8.5 Alternative formulae for determining the financial scores is the following: **N/A**

The weights given to the Technical and Financial Proposals are:

T=0.80

P= 0.20

2.10.2 The assignment is expected to commence on: **Fourteen (14) days from signing of Contract, in Nyeri, Kenya**

**CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM**

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 .....

Tel No. ....

Fax.....E-mail .....

Nature of Business  
.....

Registration Certificate No. .... **(Attach Copy)**

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

Name of your bankers .....

Branch .....

KRA Tax Compliance Certificate..... **(Attach copy)**

Business Permit No..... **(Attach copy)**

**Part 2 (a) – Sole Proprietor**

Your name in full ..... Age .....

Nationality ..... Country of origin .....

**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. ....

Issued Kshs. ....

Given details of all directors as follows

Name Nationality Citizenship Details Shares

1.....

2. ....

3. ....

4.  
.....

5 .....

Date ..... Signature of Candidate .....

If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration.

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

### **Notes on the preparation of the Technical Proposals**

- 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.

**SECTION III - TECHNICAL PROPOSAL**

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# 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 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:		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) Involved and Functions Performed:		
Narrative Description of project:		
Description of Actual Services Provided by Your Staff:		

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

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

*(May be amended as necessary)*

**3. 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.

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

---

## 5. TEAM COMPOSITION AND TASK ASSIGNMENTS

### 1. Technical/Managerial Staff

Name	Position	Task

### 2. Support Staff

Name	Position	Task

## 6. 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 authorised representative of the firm]*

Full name of staff member:

\_\_\_\_\_

Full name of authorized representative:

\_\_\_\_\_

## 7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Name	Position	Reports Due/ Activities	Months (in the Form of a Bar Chart)												Number of months	
			1	2	3	4	5	6	7	8	9	10	11	12		

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

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

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

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

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

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

## 8. ACTIVITY (WORK) SCHEDULE

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

*[1<sup>st</sup>, 2<sup>nd</sup>, etc, are months from the start 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>	7 <sup>th</sup>	8 <sup>th</sup>	9 <sup>th</sup>	10 <sup>th</sup>	11 <sup>th</sup>	12 <sup>th</sup>	
Activity (Work)													
_____													
_____													
_____													
_____													

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

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

## **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 ONLY** 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**

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# 1. 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 remain,

Yours sincerely,

\_\_\_\_\_ *[Authorized Signature]*  
:  
\_\_\_\_\_ *[Name and Title of Signatory]:*  
\_\_\_\_\_ *[Name of Firm]*  
\_\_\_\_\_ *[Address]*

## 2. SUMMARY OF COSTS

Costs	Currency(ies) (KES ONLY)	Amount(s)
Subtotal  Taxes  Total Amount of Financial Proposal		   <hr/>

### 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____ _____ (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: computers etc.				
4.	Software				
	Grand Total				

**SECTION V: - TERMS OF REFERENCE**

## **1.0 Background**

### **1.1 Tana Water Works Development Agency**

Tana Water Works Development Agency (TWWDA) was established under section 65(1) of the Water Act, 2016 vide Legal Notice No. 27 of 26th April 2019. The Agency is one of the nine (9) Water Works Development Agency's established under the Ministry of Water & Sanitation and Irrigation. The Agency is mandated to:

1. Development, maintenance and management of National Public Water Works
2. Operate Water Works and provide water services as a Water Service Provider as mandated by Section 68 (b) of the Water Act 2016.
3. Provide reserve capacity for purposes of providing water services as per section 68 (c) of the Water Act 2016.
4. Provide Technical Services and Capacity Building to County governments and WSPs as may be requested.
5. Provide Technical Support to the Water Cabinet Secretary in discharge of their functions.

### **1.2 Nyeri Water and Sanitation Company Limited**

The Nyeri Water & Sanitation Company Limited (NYEWASCO) was incorporated on 23rd September 1997 under the Kenya Companies Act Chapter 486 and commenced operations in July 1998. Its main mandate is to provide high quality water and sewerage services to the people of Nyeri sub county and its environs. The Company has a functional Organizational Structure, headed by the Managing Director who leads a Management Team of Heads of Departments.

NYEWASCO is responsible for the treatment and disposal of the sewerage within the service area. Dedan Kimathi University of Technology falls within the service area of NYEWASCO. However the sewerage system under NYEWASCO has not extended to the University. It is expected that once the new sewerage system is developed, NYEWASCO will undertake its operation and maintenance.

### **1.3 Dedan Kimathi University of Technology**

Dedan Kimathi University of Technology (DeKuT) was established under the University's Act 2012 by the Government of Kenya in December 2012. It is a Public University that focuses exclusively on Technology. It is the successor of Kimathi University College of Technology (KUCT), a constituent college of Jomo Kenyatta University of Agriculture and Technology (JKUAT) that was established in 2007.

## **1.4 Project Justification**

The current waste water collection system and treatment plant for DeKuT which was constructed in 2008 has a design capacity of 350 m<sup>3</sup> per day.

The existing Sewerage system consists of waste stabilization ponds with a design capacity of approximately 350m<sup>3</sup>/day and a trunk sewer approximately 2.5 kilometers of 225mm uPVC pipes. Currently the waste water treatment plant receives an inflow of about 500m<sup>3</sup>/day. This caters for about 50% of the University population and about 5% neighbourhood estates that accommodate the university students

Due to increase in student population and residential development to accommodate staff and students at the university (most of these developments have been connected to the trunk sewer line), the system has exceeded its capacity. This notwithstanding, the neighbouring estates of Makao, Kahawa Ridge, Nyaribo Market, Nyeri View, Stephen Mwaniki Estate, Embassy, Major Seminary, KIE, Hill Court, River Side, KDF camp, Kabiruini show grounds, Madiba Gardens and parts of Show View estate continue to provide accommodation for staff and students of the University. It is expected, that these estates will eventually be connected to the sewer system.

To accommodate the anticipated increased generation of Waste Water, TWWDA intends to construct a new Waste Water collection system and Treatment Plant with an estimated additional design capacity of 2,000m<sup>3</sup> per day, to run in tandem with the existing one.

## **2.0 Objectives of the assignment**

The objective of assignment is to ensure that detailed designs for waste water collection system and treatment plant for DeKut and the adjacent developments are carried out and bid documents (including drawings) for construction are prepared.

## **3.0 Scope of Consultancy Services**

- i) Carry out a feasibility study to come up with at least three (3) options model exhibiting the best available technology / good practice in waste water collection system and treatment plant installation and operations;
- ii) Carry out full Environmental and Social Impact Assessment;
- iii) Based on the model adopted by the Client, prepare and provide detailed designs, drawings and specifications;
- iv) Carry out a study of applicability of recycling of the waste water and biogas generation.
- v) Preparation of bills of quantities and cost estimates;
- vi) Preparation of the tender documents for the purpose of procuring the works;
- vii) Any other duties that maybe necessary to deliver the works.

Gather and check needed information from available sources and previous studies regarding the socio-economic situation in the project area including: population density and growth, classification of the target population and consumer categories, water and sewerage demand of the population and social and economic activities.

#### **4.0 Services to be provided by the Consultant**

- i) Obtain and check needed information from available sources and previous studies regarding the socio-economic situation in the project area including: population and growth, classification of the target population and consumer categories, water and sewerage demand of the population and social and economic activities for design of the waste water collection and treatment plant for DeKut;
- ii) Select sewer routes and carry out detailed site surveys to determine the horizontal and vertical alignments of the sewers and geotechnical surveys to assess the soil conditions along sewer lines and at the sites of civil engineering works. Route selection and sewer alignments need to be considered in detail to ensure an economic alignment that provides the service to all areas considered;
- iii) Advise TWWDA on the best design which is most economical and efficient taking into consideration maintenance cost;
- iv) Prepare schemes designs in conjunction with TWWDA representative for TWWDA approval;
- v) Obtain NEMA approval of the project on behalf of TWWDA;
- vi) Prepare preliminary designs;
- vii) Prepare preliminary cost estimates;
- viii) Prepare detailed designs and drawings;
- ix) Prepare bills of quantities and final cost estimates;
- x) Obtain all necessary statutory approvals on behalf of TWWDA;
- xi) Prepare tender documents and prepare a detailed implementation schedule of the works along with the associated disbursement schedule. The implementation schedule will indicate the time-frames for the various contract procurement and construction activities, including commissioning and defects liability period.

#### **5.0 Data, Services and Facilities to be provided by the Client**

- i) All documents required for the necessary statutory approvals;
- ii) Demographic data on DeKut and adjacent estates/developments
- iii) Data for the existing waste water collection and treatment plant;

## 6.0 Reporting requirements

### a) Authority

The Consultant will report to the Chief Executive Officer, TWWDA who will be responsible for approving the outputs. A project Manager to be appointed by the Chief Executive Officer, TWWDA will be in charge of the project. All reports and communication materials developed by the Consultant during this assignment shall revert to TWWDA

### b) Reports

The tentative work schedule for this assignment is 1 month for feasibility study, 2 months for design and 1 month for bid documents preparation,

It is expected that the Consultant will commence work within 14 days of signing the contract. The Consultant will provide the following reports to TWWDA in hard and soft copies on the dates and numbers shown in the following table:

- The Feasibility Study, 1 month after the start of the assignment
- Monthly progress reports describing the progress made on design and environmental assessment services. The progress reports shall include the problems encountered, if any, and major findings and recommendations, as well as the basis for such recommendations.
- The Draft Project Report (Initial Environmental Assessment), 1 month after the start of the assignment.
- The Draft Detailed Design report, 3 months after the start of the assignment.
- The Environmental and Social Impact Assessment Report, in accordance with the requirements of the environmental authority.
- The Final Detailed Design report, 4 months after the start of the assignment.
- The Tender Documents, 4 months after the start of the assignment
- The design drawings 4 months after the start of the assignment.
- The engineers' confidential estimate, 4 months after the start of the assignment.

It is expected that the Consultant will commence work within 14 days of signing the contract. The Consultant will provide the following reports to TWWDA in hard and soft copies on the dates and numbers shown in the following table:

<b>Activity</b>	<b>Date of Submission</b>	<b>Number of copies</b>
<b>Design Stage</b>		
Inception Report	Within 14 days of commencement	2
Progress Reports	Monthly	CD + 3
Feasibility study report with preliminary designs	Within the first one (1) month	CD + 3
Environmental Impact	Within 3 months from	CD + 2

Assessment Study Report	commencement	
Draft Final Report	Within 3 months upon commencement	CD + 3
Final Report	On completion of the design stage	CD + 3
Tender Documents	On completion of design stage	CD + 3

## 7.0 Award of Tender

- a) The consultants will be required to provide technical and financial proposals.
- b) The bidder achieving the highest combined technical and financial score will be awarded the tender after the negotiations with the Client.

## 8.0 Terms of Payment

The contract price will be lump sum and will be paid in installments at the attainments of agreed milestones. A detailed payment schedule will be included in the contract. These milestones are:-

- Signing of the Contract,
- Submission and approval of Feasibility study report with preliminary designs
- Submission and approval of Environmental Impact Assessment Study Report
- Submission and approval of the Final Design Report with Tender documents for Dedan Kimathi University of Technology

The attainment of the above milestones will form the basis for payment and the schedule stated below will serve as a guide in the negotiations.

Description of Milestones	Contract proportion paid
• submission of an acceptable inception report	5%
• Submission and approval of Feasibility study report with preliminary designs	25%
• Environmental Impact Assessment Study Report	20%
• Submission and approval of the Final Design Report with Tender documents	50%

## 9.0 Implementation Conditions

A contract will be drawn and signed between the Bidder/Consultant and TWWDA.

**SECTION VI:**  
**STANDARD FORMS OF CONTRACT**

**ANNEX I**

**REPUBLIC OF KENYA**

**STANDARD FORM OF CONTRACT**

**F O R**

**CONSULTING SERVICES**

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

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(ii)

### **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. The Client using this standard contract should not alter the General Conditions. Any adjustment to meet any specific project features should be made only in the Special Conditions.

(iii)

**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

(v)

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 authorised representative*]

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

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

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

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

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

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

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

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

(vi)

## II. GENERAL CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions terms

Unless the context otherwise requires, the following 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 herebelow;
- (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;  
**(vii)**
- (j) "Personnel" means persons hired by the Consultant or by any Subconsultant 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 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.

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- 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 or 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.

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

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

## **2.6 Termination**

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

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

- (b) if the Consultant becomes insolvent or bankrupt;
- (c) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Consultant, in the judgement of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;

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

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“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.

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

#### **3.1 General**

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

### **3.2 Conflict of Interests**

#### **3.2.1 Consultant (i) Not to Benefit from Commissions, Discounts, Etc.**

- (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

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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**

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

**Not to be  
Otherwise  
Interested in  
Project**

Subconsultant 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 subconsultant[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 subconsultant[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 subconsultant[s] to take out and maintain, at his (or the subconsultants', 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.

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**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 Subconsultants").

**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.

#### **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 Subconsultants 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.

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- (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

**5. OBLIGATIONS OF THE CLIENT**

- 5.1 Assistance and Exemptions** The Client shall use his best efforts to ensure that he provides the Consultant such assistance and exemptions as may be necessary for due performance of this Contract.
- 5.2 Change in the Applicable Law** If after the date of this Contract, there is any change in the Laws of Kenya with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Consultant, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties and corresponding adjustments shall be made to the amounts referred to in Clause 6.2 (a) or (b), as the case may be.

**5.3 Services and Facilities** The Client shall make available to the Consultant the Services and Facilities listed under Appendix F.

## **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, Subconsultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the

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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. 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**

Payment shall be made within thirty (30) days

**Delayed  
Payment**

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 .

**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.

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- 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.

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### 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 **Eng. M. M. Naivasha**

1.4                              The addresses are:

Client: TANA WATER WORKS DEVELOPMENT AGENCY  
Attention:      Chief Executive Officer  
                            Tana Water Works Development Agency  
                            Baden Powel Road  
                            P.O. Box 1292 – 10100 Nyeri, Kenya

Tel:                              +254 61-2032282  
Cell    :                              +254 724-259891  
Email tanawaterboard@yahoo.com

Consultant:

\_\_\_\_\_

Attention:

\_\_\_\_\_

Telephone;

\_\_\_\_\_

Telex:

\_\_\_\_\_

Facsimile:

1.6                              The Authorized Representatives are:

For the Client:

For the  
Consultant:\_\_\_\_\_

2.1                              The date on which this Contract shall come into effect  
**Is Upon Contract Signature**

2.2                              The date for the commencement of Services is: **Seven (14)**  
**Days after contract Signature**

2.3                              The period shall be **Four (4) Months** or such other period  
as the Parties may agree in writing.

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3.4 The risks and coverage shall be:

**(i) Professional Liability**

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

6.2(a) The amount in foreign currency or currencies is: **N/A**  
6.2(b) The amount in local Currency is: **100% of the Contract Amount**

6.4 Payments shall be made according to the following schedule:

<b>Description of Milestones</b>	<b>Contract proportion paid</b>
<ul style="list-style-type: none"><li>• submission of an acceptable inception report guarantee</li></ul>	5%
<ul style="list-style-type: none"><li>• Submission and approval of Feasibility study report with preliminary designs</li></ul>	25%
<ul style="list-style-type: none"><li>• Environmental Impact Assessment Study Report</li></ul>	20%
<ul style="list-style-type: none"><li>• Submission and approval of the Final Design Report with Tender documents for Dedan Kimathi University of Technology</li></ul>	50%

## **IV. 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.*

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

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

## **LIST OF APPENDICES**

Appendix A: Terms of Reference and Scope of Services

Appendix B: Consultant's Personnel

Appendix C: Consultant's Reporting Obligations

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**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

**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...

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**FOR OFFICIAL USE ONLY**

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

SIGNED  
**Board Secretary**