

REQUEST FOR PROPOSALS (RFP)

SELECTION OF CONSULTANTS

TENDER NO.: MWI/SDI/RFP/004/2016-2017

**TENDER NAME: CONSULTANCY SERVICE FOR THE DEVELOPMENT OF
PROPOSAL FOR MANAGEMENT OF RAIN WATER
RUNOFF**

ISSUED ON: 11TH OCTOBER, 2016

SUBMISSION DEADLINE: 25TH OCTOBER 2016 AT 11.00 AM LOCAL TIME

**PROCURING ENTITY: MINISTRY OF WATER AND IRRIGATION
STATE DEPARTMENT OF IRRIGATION
MAJI HOUSE
NGONG ROAD
P. O. BOX 49720 -00100
Nairobi, Kenya**

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SECTION I: LETTER OF INVITATION

REPUBLIC OF KENYA



**MINISTRY OF WATER AND IRRIGATION
STATE DEPARTMENT OF IRRIGATION**

LETTER OF INVITATION

The Ministry of Water and Irrigation has received a grant from the Government of Kenya (hereinafter called “Government”) towards the cost of carrying out Consultancy for Development of Proposal for the Management of Rain Water Runoff at Kiagwa Magira in Kikuyu Sub County.

The Ministry now invites proposals to provide the following consulting services: Consultancy Services for Development of Proposal for the Management of Rain Water Runoff. More details on the services are provided in the Terms of Reference.

It is not permissible to transfer this invitation to any other consultant. A firm will be selected under Quality and Cost Based Selection (QCBS) method and procedures described in this RFP, in accordance with the provisions of Public Procurement and Asset Disposal Act 2015 and Subsequent Public Procurement and Disposal Regulations, which can be found at the following website: <http://www.ppoa.go.ke>.

Submission of the bid documents made in English must be received in a plain sealed envelope and be delivered or registered to:

**THE PRINCIPAL SECRETARY,
STATE DEPARTMENT FOR IRRIGATION,
MINISTRY OF WATER AND IRRIGATION,
MAJI HOUSE,
NGONG ROAD,
P.O. BOX 49720 – 00100,
NAIROBI, KENYA**

Please arrange to purchase the RFP Document from our Cashier at the **address in cash office ground floor State Department of Irrigation Room G 34** at a non-

refundable cost of **KES. 1,000.00** per set payable in cashier or download from the **ministry's** website www.water.go.ke or www.suppliers.treasury.co.ke

The deadline for submission of the proposals shall be on **Tuesday 25th October, 2016 at 11.00 am local time** and the proposals will be opened physically in the presence of the firms' representatives who choose to attend in person in Maji House, Boardroom, Nairobi, Kenya immediately after the submission of proposal deadline.

Timely submission of the proposals at the stated address shall be the responsibility of the firms and late bids will be rejected.

Bidders should submit one original and a copy of the RFP in the tender box located on ground floor, Maji House. Bidders are advised to be checking the website from time to time up to sixth day before submission date for any uploaded information through clarifications/addendum.

PRINCIPAL SECRETARY

**RE: CONSULTANCY FOR THE DEVELOPMENT OF PROPOSAL FOR
MANAGEMENT OF RAIN WATER RUNOFF**

BACKGROUND

1. The Ministry of Water and Irrigation *has* received a grant from the Government of Kenya (hereinafter called “Government”) towards the cost of carrying out Consultancy for Development of Proposal for the Management of Rain Water Runoff at Kiagwa Magira in Kikuyu Sub County.
2. The Ministry now invites proposals to provide the following consulting services: Consultancy Services for Development of Proposal for the Management of Rain Water Runoff. More details on the services are provided in the Terms of Reference.

It is not permissible to transfer this invitation to any other consultant.

4. A firm will be selected under Quality and Cost Based Selection (QCBS) method and procedures described in this RFP, in accordance with the provisions of Public Procurement and Disposal Act 2015 and Subsequent Public Procurement and Disposal Regulations, which can be found at the following website: <http://www.ppoa.go.ke>.
5. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Consultants (ITC) (including Appendix to ITC)
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Terms of Reference
 - Section 6 - Standard Forms of Contract

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, Ministry members and their relative (spouse and children) are not eligible to participate.
- 2.1.7 The price to be charged for the tender document shall not exceed Kshs.1,000/= or downloaded free of charge from the website

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 has an extended and stable working relationship with it.
- (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

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.
- 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. 2.1.2) 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.
- 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

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

	Points
i. Experience of the consultant relevant to the assignment	30
ii. Adequacy of the proposed methodology and work plan in responding to the terms of reference	30
iii. Personnel qualifications and competence(relevant experience) for the assignment	40
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”.

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; $T + p = I$) indicated in the Appendix. The combined technical and financial score, S , is calculated as follows:- $S = S_t \times T \% + S_f \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

- 2.8.6 The tender evaluation committee shall evaluate the tender within 30 days of from the date of opening the tender.
- 2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.8.8 Where contract price variation is allowed, the variation shall not exceed 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 tenderer 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:
- i. Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
 - ii. Legal capacity to enter into a contract for procurement
 - iii. 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.
 - iv. 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 (ITC)
(DATA SHEET)**

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 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: **MINISTRY OF WATER AND IRRIGATION**

2.1.1 The method of selection is: **QUALITY AND COST BASED SELECTION (QCBS)**

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

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

Name of assignment: **CONSULTANCY**

TENDER NO.: **MWI/SDI/RFP/004/2016-2017**

TENDER NAME: **CONSULTANCY SERVICES FOR PROPOSAL ON
MANAGEMENT OF RAIN WATER RUNOFF.**

Objectives of assignment:

**OBJECTIVES AND DESCRIPTION ARE DETAILED IN THE TERMS OF
REFERENCE (TOR).**

2.1.3 A pre-proposal conference will be held: **NO**

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

**THE PRINCIPAL SECRETARY,
MINISTRY OF WATER AND IRRIGATION
MAJI HOUSE,
P. O. BOX 49720 – 00100
NAIROBI
TEL: 2716103**

ATTENTION: NAME OF HEAD SUPPLY CHAIN MANAGEMENT SERVICES

2.1.4 The Client will provide the following inputs:

- i) Provision of relevant information/data, reports and documents within the custody of the client that is necessary for proper execution of the assignment.
- ii) Provision of official transport for the consultant's team during Consultancy Services.

2.1.7 **NON REFUNDABLE KSH. 1,000.00 or free from website**

2.2.1 THE PRINCIPAL SECRETARY,
 MINISTRY OF WATER AND IRRIGATION,
 MAJI HOUSE, NGONG ROAD,
 P.O. BOX 49720 - 00100
 NAIROBI, KENYA
 TEL: 2716103
 ATTENTION: NAME OF HEAD SUPPLY CHAIN MANAGEMENT SERVICES

2.2.2 the client shall issue any addendum/clarification in writing through e-mail using the e-mail addresses of the invited firms.

2.3.3 (i) The Request For Proposals (RFP) for this assignment is open to invited firms only. Firms are permitted to obtain expertise by associating with individual consultants or firms not invited to submit a proposal. Firms either in association/JV or intending to form association/JV must submit a certified copy of the association/JV agreement with their proposals stipulating the member in charge, assignment of responsibilities and sharing of the fees amongst other items.

2.3.3 (ii) This is a lump sum assignment and the estimated staff time input for key staff is Nine (9) staff-months.

2.3.4

S. No.	Key Expert	Estimated Staff Months
		Consultancy contract (1 calendar months)
1.	Land and Water Management Expert (MSc, 10 year experience)	1
2.	Design Engineer (Agricultural Engineer)	2
3.	Geospatial Surveyor ,	1
4.	Assistant Geospatial Surveyor	3
5.	GIS data analyst	1
6.	CAD plotting expert	1
	TOTAL	9

(iii) CVs of professional staff must indicate the relationship they have with the consultancy firm i.e. whether employees or non-employees. CVs of non-employees must be certified on or after the date of this invitation and indicate the period of availability for the assignment with the consultancy firm.

(i) At least Ten (10) years' experience in a similar role and assignment or longer period as indicated in the TOR

2.3.4 (vii) Training is a specific component of this assignment: YES

(viii) Additional information in the Technical Proposal includes:
 NONE

2.3.5. A technical proposal containing financial details shall be declared non-responsive and rejected.

2.4.1 The Financial Proposal MUST follow Standard Forms (Section D). All the costs associated with the assignment including; (a) remuneration for staff (b) reimbursable expenses and (c) miscellaneous MUST be clearly indicated in monetary figures and in Kenya Shillings. FINANCIAL PROPOSALS WITHOUT MONETARY FIGURES SHALL BE DECLARED NON-REPONSIVE AND REJECTED.

2.4.2 Taxes: [Specify firm's liability: nature, sources of information]: TAXES ARE APPLICABLE, MINISTRY OF FINANCE, KENYA REVENUE AUTHORITY. PARTICIPATING FIRMS MUST SUBMIT CERTIFIED COPY OF VALID TAX COMPLIANCE CERTIFICATE FROM KRA.

2.4.5 PROPOSAL VALIDITY IS 90 (NINETY) DAYS AFTER THE SUBMISSION DATE.

2.5.2 CONSULTANTS MUST SUBMIT 1 (ONE) ORIGINAL AND TWO (2) ADDITIONAL COPIES OF EACH PROPOSAL (TECHNICAL & FINANCIAL).

2.5.3 The proposal submission address is:

THE PRINCIPAL SECRETARY,
MINISTRY OF WATER AND IRRIGATION,
MAJI HOUSE, NGONG ROAD,
P.O. BOX 49720 - 00100
NAIROBI - KENYA
TEL: 2716103

Information on the outer envelope should also include:

TENDER NO.: MWI/SDI/RFP/004/2016-2017

TENDER NAME: CONSULTACY SERVICES FOR THE DEVELOPMENT OF
PROPOSAL FOR MANAGEMENT OF RAIN WATER
RUNOFF

Proposals must be submitted not later than the following date and time:

DATE: 25TH OCTOBER 2016

TIME: 11.00 AM LOCAL TIME

2.5.5 OPENING OF PROPOSALS WOULD BE CONDUCTED AT:

VENUE: MINISTRY OF WATER AND IRRIGATION, MAJI HOUSE,
NAIROBI, KENYA

DATE: 25TH OCTOBER 2016

TIME: 11.00 AM LOCAL TIME

2.6.1 The address to send information to the Client is:

THE PRINCIPAL SECRETARY,
MINISTRY OF WATER AND IRRIGATION,
MAJI HOUSE,
P.O. BOX 49720 - 00100
NAIROBI - KENYA
TEL: 2716103

2.7.1 The minimum technical score required to pass: 80/100 (85 %)

- (I) Statement of experience must be accompanied by documentary proof including current contact address of client to enable cross-referencing by the Ministry. Maximum points will be awarded to those who have taken lead in at least 2 No. Similar assignments in the last 10 years and the minimum experience to earn points is one similar assignment.
- (II) The methodology must respond specifically to each of the items in the detailed TOR indicating how the consultant will go about each. The individual time inputs of staff must correspond to the sequence of activities in the work plan and the individual activities must be arranged in logical sequence to result in the desired outputs. Points will be earned on the basis of the fit of the proposed methodology and work plan with the desired inputs, processes and outputs expected from the assignment.
- (III) Proposed staff must meet the basic academic requirements for their experience to be considered while those in regulated professions must have copies of their practicing licenses attached. Each CV for personnel must have been signed by the proposed expert, alongside the firm's authorized representative, on a date between the date of receipt of the invitation and the date of submission of proposals. The CV must indicate the availability of the expert and relationship with the firm. The breakdown of scores per key expert will be as follows:

S.No	STAFF	MAX SCORE
1	Land and Water Management Expert	8
2	Design Engineer (Agricultural Engineer) 2	10
3	Geospatial Surveyor , 1	4
4	Assistant Geospatial Surveyor 3	9
5	GIS data analyst 1	5
6	CAD Plotting expert 1	4
	TOTAL	40

The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub criteria and relevant percentage weights:

- (i) General qualifications 30%
- (ii) General Experience 20%
- (iii) Specific Experience for the assignment 50%

2.8.1 Opening date for financial proposal shall be 3 calendar days after notification of complete evaluation of technical proposal.

2.8.4 NO PREFERENTIAL BIAS SHALL BE ALLOWED.

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

NONE

The weights given to the Technical (T) and Financial (F) Proposals are:

T=0.8; F=0.2

2.9.1 MINISTRY OF WATER AND IRRIGATION,
MAJI HOUSE, NGONG ROAD
P.O. BOX 49720-00100, NAIROBI
TEL: 2716103

2.10.1 THE TENDER OUTCOME SHALL BE COMMUNICATED IN WRITING TO ALL PARTICIPATING FIRMS THROUGH REGISTERED MAIL

2.10.2 The assignment is expected to commence 1ST NOVEMBER, 2016 AT KIAGWA MAGIRA AREA, KIKUYU SUB COUNTY, KENYA.

2.10.3 The parties to the contract shall have it signed after 14 days from the date of notification of contract award unless there is an administrative review request.

SECTION III: TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

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.

The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms/format provided in this Section.

The Technical proposal shall not include any financial information.

1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____ *Date*]

To: The Principal Secretary, MWI

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for Consultancy Services for Development of Proposal for the Management of Rainwater Runoff at Kiagwa Magira Area, Kikuyu Sub County, Kenya in accordance with your Request for Proposal dated _____ and our Proposal.

We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

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

We remain,

Yours sincerely,

_____[Authorized Signature]:

_____[Name and Title of Signatory]

_____[Name of Firm]

_____[Address:]

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 Approx. Value of Services (Kshs) (Month/Year):
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; _____

3. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT.

a. On the Terms of Reference:

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

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

(Give details)

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

a. Technical/Managerial Staff

Name	Position	Task

b. 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 authorized representative of the firm]

Full name of staff member:

Full name of authorized representative:

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Months (in the Form of a Bar Chart)

Name	Position	Reports Due/ Activities													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. SURVEY AND DATA CAPTURE EQUIPMENTS

Description	Quantity
Automatic level machine (GPS)	1
Tripod stand	1
Levelling staff	2
GTS 225 TOPCON Total station	1
Single Prism and target	3
Plumbing Pole tripod with bubble	3
50m measuring tape	1
Runoff measurement equipments	3

The survey equipment shall include the following or similar approved as a minimum:

9. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

[1st, 2nd, etc, are months from the start of assignment)

	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th
Activity (Work)												

(b). Submission of Reports

Reports	Date
1. Inception Report	
2. Draft Proposal Report	
3. Final Proposal 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 Client.
- 4.2 The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.
- 4.3 The financial proposal should be prepared using the Standard forms provided in this part

FINANCIAL PROPOSAL FORMS

1. Financial proposal submission Form
2. Summary of costs
3. Breakdown of price/per activity
4. Breakdown of remuneration per activity
5. Reimbursable per activity
6. Miscellaneous expenses

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]*

_____ *and title of Signatory]:*

_____ *[Name of Firm]*

_____ *[Address]*

7. SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s)
Subtotal		
Taxes		
Total Amount of Financial Proposal		

3. BREAKDOWN OF PRICE PER ACTIVITY

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

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____ Name: _____			
Names Remuneration days or hours as appropriate.)	Amount Rate	Position	Input(Staff months,
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

CONSULTANCY SERVICES FOR DEVELOPMENT OF PROPOSAL FOR MANAGEMENT OF RAIN WATER RUNOFF AT KIAGWA MAGIRA, KIKUYU SUB COUNTY, KENYA, MWI/SDI/RFP/004/2016-2017

1.0 MINISTRY OF WATER AND IRRIGATION

MINISTRY OF WATER AND IRRIGATION IS ONE OF THE MINISTRIES OF THE GOVERNMENT OF KENYA MANDATED TO CONTRIBUTE TO NATIONAL DEVELOPMENT BY PROMOTING AND SUPPORTING INTERGRATED WATER RESOURCE MANAGEMENT TO ENHANCE AVAILABILITY AND ACCESSIBILITY OF WATER

2.0 PROJECT AREA

THE PROJECT ARE IS IN KIAGWA MAGIRA VILLAGE, KIKUYU SUB COUNTY IN KIAMBU COUNTY

3.0 PROPOSED DEVELOPMENT OF RAINWATER RUNOFF MANAGEMENT STRATEGY

BACKGROUND

Kiagwa magira village is about 1.5km², it's a settlement with household land holdings of between 0.5 to 1.0 acres. The lower part of the village used to be swampy area as per the old satellite maps (main reason why the railway builders/southern by-pass contractors who relied on satellite images, did divert run-off though culverts to the site.



Kikuyu-Dagoreti/Mutarakwa road Junction

The first settlers originally used the area for Agricultural production purposes, but with the influx of new buyers. Massive land subdivisions amongst family members and changes in livelihood strategies much of the land is now under residential housing. This has led to quite a substantial generation of run-off from these residential areas

Rationale for the Survey/study

The current scenario in KiagwaBMagira village is that more and more people are buying land in the area and constructing residential houses, and yet the run-off from the southern-bypass, institutions like schools, market centers, roads and pathways is being directed to the lower part of the village.

Due to the complexity of determining the nature of the of the run-off, land tenure systems and determining the impacts of climate change there is need to conduct a thorough biophysical and social survey to facilitate interventions that can slow/reverse/stop the damage that has already been caused by the run-off.

Objective

The objective of the assignment is to conduct an analysis/study of various sources of run-off/quantification, with a view to identifying the most important run-off management options that can be used to stop/reduce the damage that is being caused in Kiagwa Magira.

Scope of the work

Activities

In carrying out this work, the consultant will

1. Identify the source of run-off that is contributing to the development of the gullies and contamination of spring water in Kiagwa Magira.
2. Delineate the catchment area that is generating the run-off
3. Quantify the total amount of run-off flowing into the developing gullies/settlement area,
4. Evaluate potential for run-off storage and infiltration within the catchment area
5. Conduct technical survey for the design of necessary civil structures to correct the situation
6. Identify and design Safe conveyance of the run-off,
7. Determine the potential management and design appropriate on –farm-site water harvesting structures
8. Prepare a detailed BoQ of all the structures designed and the cost estimates
9. Prepare tender documents for the works
10. Prepare for and organize a stakeholder workshop, for sensitization on findings and feedback and action
11. Make a detailed final report covering all the issues raised above and above all the proposal on agreed recommendations for intervention

Output

The major output is an agreed implementation proposal for improving the run-off management for Kiagwa Magira village Thogoto Location Kikuyu constituency

In order to achieve this the consultant will conduct technical survey and design of the appropriate run-off management system in consultation with key stakeholders such as National and County Governments, interest groups/persons, private sector, NGOs, CSOs, CBOS and political leaders.

In reporting the consultant will prepare.

1. An inception report to detail on how he intends to undertake the exercise after 4 working days (7 copies)
2. Produce draft final report after 25 days (4 copies) a final report that include synthesis of all the work and recommendations
3. Final report that includes synthesis of all the activities above (5copies)

Timing

The consultant is expected to undertake the assignment within 30 working days starting from 1st November 2016.

Responsibilities' of the Client

MWI will assist in linking the consultant to persons/institutions and relevant documents needed for the consultancy

Responsibilities of the consultant

1. The consultant will be expected to undertake the exercise with the highest standards of professionalism and in good time
2. He will provide full breakdown details of the costs of every item required to finalize the exercise including logistical support services
3. He will provide all reports including field notes and those indicated above both soft and hard copies to the client
4. He will be responsible to the Principal Secretary Irrigation-MWI

4.0 CONSULTANT'S PERSONNEL

The Consultant shall provide a team of well-qualified and experienced professionals as required and appropriate for completion of the Services. The key professionals shall personally carry out the Services as described in this TOR. Towards this end, the consultant shall provide a detailed staffing schedule for the assignment showing when and where the key professional and other personnel shall be deployed. The Consultant's staffing schedule for the project shall be in accordance with his proposed and accepted assignment methodology, approach and work plan. The Consultant's accepted proposal and staffing shall form the basis of the Contract signed with the Client.

The consultant will propose a team with at least the following professionals:

i) Land and Water Management Expert / Team Leader

The person proposed for the role must have a Master of Science degree in Land and Water management or similar qualification and at least ten (10) years of hands on experience development and management of land and water structures. The person must have a demonstrable track record of sound watershed management and land degradation interventions.

The person will be expected the overall supervisor in the development of the strategies for the intervention on rainwater runoff in the Kiagwa Magira area.

ii) Design Engineer (2 No. Civil/Agricultural Engineer)

The person proposed for the role must have a Bachelor's degree in Civil Engineering/Agricultural Engineering and at least ten (10) years of hands on experience in design of runoff water management structures in a similar assignment. The person must be registered by Engineers Board of Kenya and is a member of the Institution of Engineers of Kenya. The person must have a demonstrable track record of sound designs for the hydraulic works.

iii) Geospatial Surveyors (1 No.)

The person proposed for the role must have a Bachelor's Degree and five (5) of hands on years experience or Higher National Diploma in Survey Engineering and at least ten (10) years of hands on experience in site supervision on any civil works assignment. At least three (3) years experience in a similar assignment is essential. The person must have a demonstrable track record in carrying out proactive survey assignments on a construction site.

The person shall be responsible to the design engineer (measurements) for the confirmation of survey data.

iv) Assistant Geospatial Surveyor (3 No.)

The person proposed for the role must have Ordinary National Diploma in Survey Engineering and at least ten (3) years of hands on experience in surveying for Engineering works. At least work experience in 3 in similar assignment is essential. The person must have a demonstrable track record in carrying out proactive survey assignments on a construction site.

v) GIS data Analyst

The person proposed for the role must have Ordinary National Diploma in Survey Engineering and at least ten (10) years of hands on experience GIS data analysis with a recognized institution/organization. The person must have a demonstrable track record in carrying out proactive survey assignments and analysis and interpretation of survey data.

vi) CAD Plotting Expert

The person proposed for the role must have Ordinary National Diploma in Survey or Building draughtmanship and at least ten (5) years of hands on experience in draughtmanship and especially use of CAD and plotting of the generated drawings. The person must have a demonstrable track record in carrying out proactive assignments on drawing and plotting of Survey and Engineering drawing.

5.0 TRANSFER OF TECHNOLOGY

Throughout the assignment, the consultant will be required to involve a maximum of two counterpart engineers/IWM staff at all stages and in the various areas of the assignment as and when seconded by the Client. The consultant will present a detailed counterpart participation programme for the counterpart engineer/IWM once seconded by the Client.

6.0 REMUNERATION OF THE CONSULTANT

6.1 The consultant will carry out the Assignment as per the Terms of Reference and in line with the industry's best practice. The consultant's fees shall cover all expenses of staff covering all basic requirements that include travel and accommodation.

6.2 In proposing the level, timing and type of professional staff, the consultant will take due account of the requirements of the TOR and will consider all relevant factors that affect the cost of the assignment. The amount and schedule of payment of fees will be in accordance with terms and conditions of the contract agreement finally made between the consultant and the Client (see 6.3 and 6.5 below).

6.3 The contract will be time-based subject to a fixed ceiling and the consultant will not claim any additional payments above the ceiling. The Consultant will propose a provisional sum to cover the cost of any anticipated price escalations and delays in payment of not more than 120 days and 90 days after first approved application and part payment respectively.

6.4 The Consultant's financial proposal should be presented in such a way that the costs of the design and tender documents review stage and those of the construction supervision stage are distinct for the purposes of payments. Payments shall be made against actual and supported input by the consultant as prescribed in article 6.3.

6.5 An advance of 20% of the contract price will be available upon signing of the contract against an irrevocable bank guarantee in favour of the Ministry of Water and Irrigation, payable on first demand and valid until full payment of the advance. The repayment of the advance will be done on pro-rata basis on all fee notes submitted over the entire contract period.

6.6 Monthly payments will be based on both the actual staff month inputs by each staff engaged on the assignment supported by such documentation that may be agreed upon by the Consultant and the Client and the status of progress of the construction works measured against the contractor's programme of works. The same applies to expenditures on operational requirements as detailed in the relevant schedule of the attached draft agreement. Payments may be made on a monthly or quarterly basis as may be agreed upon by the two parties.

7.0 OBLIGATIONS OF THE CLIENT

In order to facilitate the smooth and effective implementation of the project, Ministry will undertake to carry out the following:

- i) Provide available reports, information and data necessary to carry out the project.
- ii) Secure permission for entry into all areas as required for the proper execution of the project.
- iii) Make prompt payments to the Consultant in compliance to terms agreed in the contract between the two parties.

8.0 OBLIGATIONS OF THE CONSULTANT

- i) The consultant shall carry out the execution of the Work in a professional manner in keeping with internationally accepted standards, using qualified and appropriate staff.
- ii) The Consultant shall endeavor to provide his services with diligence and within the time agreed upon in the contract. In this regard the consultant shall give Client full curriculum vitae of each of the members of the team it proposes for the project. The consultant shall endeavor to maintain staff presented and considered qualified for nomination.
- iii) The consultant and his staff shall be ready and willing to work with Client and the Contactor's staff and provide on-the-job training to Ministry staff.
- iv) The consultant shall be responsible for providing his staff with all their financial requirements so as to cater for salaries, benefits, welfare and travel within and outside the project area for successful implementation of the project.
- v) The Consultant shall ensure that any matter requiring the Client's attention is immediately made known to the Client in a manner that would prevent any unnecessary delays to the execution of the construction works by the contractor. The Consultant may be required to take responsibility for any acts of omission, commission or negligence that gives rise to any material loss to the Client and may be required to compensate for such a loss.
- vi) At the completion of the project, the consultant shall submit to the The Principal Secretary, State Department of Irrigation OR his authorized representative, all reports and documents, working files, calculations, drawings and computer data properly organized in the English language.

SECTION VI: DRAFT CONTRACT FOR CONSULTING SERVICES

Time-Based Payments

FORM OF 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 reports listed in Appendix B, “Consultant’s Reporting Obligations,” within the time periods listed in such Appendix and the personnel listed in Appendix C, “Cost Estimate of Services, List of Personnel and Schedule of Rates” to perform the Services.

2. Term The Consultant shall perform the Services during the period commencing _____ [Insert start 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 a ceiling of _____ [Insert ceiling amount]. This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits as

(i)

well as any tax obligation that may be imposed on the Consultant. The payments made under the Contract consist of the Consultant’s remuneration as defined in sub-paragraph (B) below and of the reimbursable expenditures as defined in sub-paragraph (C) below.

B. Remuneration

The Client shall pay the Consultant for Services rendered at the rate(s) per man/month spent (or per day spent or per hour spent, subject to a maximum of eight hours per day) in accordance with the rates agreed and specified in Appendix C, “Cost Estimate of Services, List of Personnel and Schedule of Rates”.

C. Reimbursables

The Client shall pay the Consultant for reimbursable expenses which shall consist of and be limited to:

- (i) normal and customary expenditures for official road and air travel, accommodation, printing and telephone charges; air travel will be reimbursed at the cost of less than first class travel and will need to be authorized by the Client’s coordinator;
- (ii) such other expenses as approved in advance by the Client’s coordinator.

D. Payment Conditions.

Payment shall be made in Kenya shillings unless otherwise specified not later than thirty {30} days following submission 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 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.

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

4. Project Administration

A. Coordinator

The Client designates _____
[Insert name] as Client’s Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment and for acceptance of the deliverables by the Client.

B. Timesheets.

During the course of their work under this Contract, including field work, the Consultant’s employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent as well as expenses incurred, as instructed by the Project Coordinator.

C. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services which will clearly identify all charges and expenses. The Client reserves the right to audit or to nominate a reputable accounting firm to audit the Consultant's records relating to amounts claimed under this Contract during its term and any extension and for a period of three months thereafter.

5. Performance Standard

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 Material

Any studies, reports or other material, graphic, software 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 or 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 Subcontract any portion thereof without the Client's prior written consent.

11. Law Governing Contract and Language

The Contract shall be governed by the Laws of Kenya and the language of the Contract shall be English Language.

12. Dispute Resolution

Any dispute arising out of this 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.

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] _____

SECTION VII APPENDICES

LIST OF APPENDICES

Appendix A: Terms of Reference and Scope of Services

Appendix B: Consultant's reporting Obligation

Appendix C: Cost Estimate of Services, List of Personnel and Schedule of
Rates

APPENDIX A:

Terms of Reference and Scope of Services

(REFER TO SECTION V – TERMS OF REFERENCE)

APPENDIX B:

Consultant's reporting Obligation

(REFER TO SECTION V – TERMS OF REFERENCE)

APPENDIX C

Cost Estimate of Services, List of Personnel and Schedule of Rates.

(1) Remuneration of Staff

	Name	Rate (per month/day/hour in currency)	Time spent(numberof month/day/ hour)	Total (currency)
(a) Team Leader				
(b)				
(c)				
				Sub-Total (1)

(2) Reimbursables

	Rate	Days	Total
(a) Air Travel			
(b) Road Transportation			
(c) Per Diem			
			Sub-Total (2)

TOTAL COST _____

Physical Contingency _____

CONTRACT CEILING _____

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER