



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

**TENDER REFERENCE NO. AICHMAA15122020 WP**

**FOR**

**CONSULTANCY SERVICES FOR SITING, SURVEY AND DESIGN FOR CONSTRUCTION WORKS OF WATER PAN ALSO SUPERVISE THE CONSTRUCTION OF THE WATER PAN IN NASINYONO, TURKANA WEST**

**JANUARY 2020**

## TABLE OF CONTENTS

Page

|  |                            |    |
|--|----------------------------|----|
| SECTION I.                             | Letter of Invitation       | 3  |
| SECTION II.                            | Information to consultants | 4  |
| Appendix to information to Consultants |                            | 13 |
| SECTION III                            | Technical Proposal         | 15 |
| SECTION IV.                            | Financial Proposal         | 27 |
| SECTION V                              | Terms of Reference         | 32 |
| SECTION VI.                            | Standard Forms of Contract |    |
| ANNEXEs :                              |                            | 36 |

## **SECTION I: LETTER OF INVITATION**

Date: 12<sup>th</sup> January 2020  
Tender Ref No.: AICHMAA15122020  
Tender Name: Consultancy Services for siting, survey and design for construction works of water pan and also supervise the construction of the water pan in Nasinyono, Turkan west

AIC Health Ministries invites tenders from eligible candidates for Provision of Consultancy Services to carryout Siting, survey and design for construction works of water pan in Nasinyono, Turkana west

1. This tender shall remain valid for 90 days from the date of Tender Opening.
2. Bidders who may want may want to obtain further information or seek clarification can do so by sending an email to [procurement@aichm.org](mailto:procurement@aichm.org)
3. Bidders must submit Completed soft copies of their proposals to [procurement@aichm.org](mailto:procurement@aichm.org) with clearly referenced tender No. as email subject on or before 25<sup>th</sup> January 2021 at 11:59 PM.

Note: those who submit afterwards will automatically be rejected. Proposers are strongly advised to meet the submission deadline and avoid IT related glitch while sending to secured email at last hour due to File size limitation or internet issues.

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

### Table of Contents

|  | Page |
|--|------|
| 2.1 Introduction                                 | 5    |
| 2.2 Clarification and amendment of RFP document  | 5    |
| 2.3 Preparation of Technical Proposal            | 6    |
| 2.4 Financial proposal                           | 7    |
| 2.5 Submission, Receipt and opening of proposals | 8    |
| 2.6 Proposal evaluation general                  | 8    |
| 2.7 Evaluation of Technical proposal             | 8    |
| 2.8 Opening and Evaluation of financial proposal | 10   |
| 2.9 Negotiations                                 | 11   |
| 2.10 Award of Contract                           | 11   |
| 2.11 Confidentiality                             | 12   |
| 2.12 Corrupt or fraudulent practices             | 12   |

## **SECTION II: - INFORMATION TO CONSULTANTS (ITC)**

### 2.1 Introduction

2.1.1 The Client named the Appendix to “ITC” will select a firm or an individual 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,

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 There will be no cost for the tender documents.

### 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 electronic mail to the Client’s address indicated in the Appendix “ITC”. The Client will respond by electronic mail to such request and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all 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 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 (to be sent on a separate email)

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 three (3) 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 (to be sent on a separate email)

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.s2.4.5 The Proposal must remain valid for 180 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 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".

2.5.3 The proposal shall be sent by email. No hard copies will be accepted.

2.5.4 The completed Technical and Financial Proposals must be sent by email 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

1. Preliminary evaluation
2. Technical evaluation
3. Financial evaluation

Part 1: Preliminary evaluation.

The following shall form the basis for preliminary evaluation.

Interested bidders MUST attach the following.

1. Certificate of registration/ incorporation.
2. Copy of VAT/PIN certificate from KRA.
3. Valid Tax compliance certificate must be the current one.
4. Should be a firm/individual consultant with office/operational establishments within Kenya. (attach current business permit)
5. Prove of financial capacity with 6 months bank statement
6. Dully filled, signed and stamped form of tender
7. Dully filled, signed and stamped business questionnaire

The above requirements are mandatory and failure to comply with one or more requirements shall make the bid Non-Responsive and hence shall not be eligible for technical evaluation.

Part 2: Technical Evaluation.

- (i) Specific experience of the consultant related to the assignment (20) Ten points each
  - Qualification BSC. Water resources/Civil/Agricultural engineering. (attach CV and practicing registration certificates)
  - Minimum 5 years' similar experience of consultant/firm in siting and design of surface water harvesting infrastructure. (provide reference contacts and award letters/contracts)
- (ii) Adequacy of the proposed work plan and methodology in responding to the terms of reference (40) Ten points each
  - A suitability statement, including commitment to be available for the entire assignment.
  - A brief statement on the proposed assessment methodology including a detailed work plan.
  - Registration documents with relevant government bodies/departments. (Engineers' board of Kenya for lead consultant and registrar of companies if company)
  - Financial capacity with 6 months bank statement
- (iii) Qualifications and competence of the key staff for the assignment -Survey Preparation of BoQs and drawing designs (40) Ten points each.
  - Registered with Engineers board of Kenya (for engineers), registration with Kenya institute of surveyors (for surveyors) and board of architects and quantity surveyors of Kenya (for quantity surveyors)
  - Key staff (Engineer, Quantity surveyor, surveyor) have at least 3 Years' Experience in dam or water dam survey, design, construction and supervision. (provide reference contacts)
  - Detailed work plan for the project
  - A detailed technical and financial proposal submitted

Total Points      100

Only bidders who score 70% and above will proceed to the financial stage

of evaluation.

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 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 notification may be sent by registered letter, cable, telex, facsimile or electronic mail.

2.8.2 The Financial Proposals shall be opened in private. The presence of the consultants’ representatives is not required

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 further consultations.

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

## 2.9 Negotiations

2.9.1 there will be no price negotiations of any kind.

## 2.10 Award of Contract

2.10.1 The Contract will be awarded after evaluations are complete . After evaluation 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 AICHM procurements

## **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 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 The name of the Client is: AIC Health Ministries in Kenya

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: See Terms of Reference (TOR)

2.1.3 The name(s), address(es) and telephone numbers of the procurement entity's representative(s) are; AICHM Procurement Tel 020-8000474

2.1.4 The Client will provide the following inputs: See Terms of Reference (TOR)

2.1.5 (ii) The estimated number of professional staff months required for the assignment is; See Terms of Reference (TOR)

(iv) The minimum required experience of proposed professional staff is: See Terms of Reference (TOR)

2.1.6 (vii) Supervision of construction works: Yes

(viii) Additional information in the Technical Proposal includes:

- Delineate, identify and establish the community to benefit from the proposed project
- Determine where to locate the water pan and other related structures
- To conduct topographical survey of the proposed Water pan
- To prepare bills of quantities (BOQs) and drawings and tender documents to be used to tender the works
- Supervise the construction works on behalf of AIC Health Ministries

2.1.7 Taxes: [Specify firm's liability: nature, sources of information]: \_\_\_  
\_\_\_As applicable in Kenya\_\_\_\_\_

2.5.2 Consultants must submit technical and financial proposals separately through email

2.5.3 The proposal submission address is: \_\_\_

Executive director  
AIC Health Ministries  
Po Box 40431-00100  
Nairobi

Bidders must submit Completed soft copies of their proposals to [procurement@aichm.org](mailto:procurement@aichm.org) with clearly referenced tender No. as email subject

2.5.4 Proposals must be submitted no later than the following date and time: 25<sup>th</sup> January 2021 at 11:59 PM.

2.6.1 The address to send information to the Client is

Group Chief Finance Officer  
AIC Health Ministries  
Near Wilson Air Port Po  
Box 30125-00100  
Nairobi

2.6.3 The minimum technical score required to pass: *Seventy (70)*  
*Points*

2.7.1 Alternative formulae for determining the financial scores is the following:  
Remains as it is under paragraph 2.8.5

The weights given to the Technical and Financial Proposals are:

T=    0.60

P=    0.40

2.9.2 The assignment is expected to commence within 14 days after notification of award

### **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**

#### Table of Contents

|  | Page |
|--|------|
| 1. Technical proposal submission form  | 17   |
| 2. Firms references  | 18   |
| 3. Comments and suggestions of consultants on the Terms of reference and on data, services and facilities to be provided by the procuring entity | 19   |
| 4. Description of the methodology and work plan for performing the assignment  | 20   |
| 5. Team composition and Task assignments   | 21   |
| 6. Format of curriculum vitae (CV) for proposed Professional staff   | 22   |
| 7. Time schedule for professional personnel  | 24   |
| 8. Activity (work schedule)  | 25   |

**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 emailed separately-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<br>Month/Year | Approx. Value of Services (Kshs)                           |
| Name of Associated Consultants. If any: |                               |  |

|  |   |
|--|---|
| Consultants:   | No of Months of Professional Staff provided by Associated |
| 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.

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 representativ

**7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL**

Months (in the Form of a Bar Chart)

| Name | Position | Reports Due/<br>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<br>(a) First Status Report<br>(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 or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.
- 4.3 The financial proposal should be prepared using the Standard forms provided in this part

**SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS**

Table of Contents

|   | Page |
|---|------|
| 1. Financial proposal submission Form     | 28   |
| 2. Summary of costs                       | 29   |
| 3. Breakdown of price/per activity        | 29   |
| 4. Breakdown of remuneration per activity | 30   |
| 5. Reimbursable per activity              | 31   |
| 6. Miscellaneous expenses                 | 31   |

# 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) | Amount(s) |
|---|---------------|-----------|
| 1.Detailed inception report   |               |           |
| 2.Hydrological and topographical design reports with drawings and BOQs  |               |           |
| 3. Approved water pan design documents (Design reports, BoQs, drawings, and ESIA report with WRA and NEMA license). |               |           |
| 4. Water pan construction supervision report  |               |           |
| Subtotal  |               |           |
| Taxes   |               |           |
| Total Amount of Financial Proposal  |               |           |

## 3. BREAKDOWN OF PRICE PER ACTIVITY

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

**4. BREAKDOWN OF REMUNERATION PER ACTIVITY**

| Activity No. _____ Name: _____ |          |  |                   |        |
|--------------------------------|----------|--|-------------------|--------|
| Names                          | Position | Input(Staff months, days or hours As appropriate.) | Remuneration Rate | Amount |
| Regular staff                  |          |  |                   |        |
| 1.                             |          |  |                   |        |
| 2.                             |          |  |                   |        |
| Consultants                    |          |  |                   |        |
| 1.                             |          |  |                   |        |
| 2.                             |          |  |                   |        |
| 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____<br>(telephone, telegram, telex) |      |          |            |              |
| 2.  | Drafting, reproduction of reports                       |      |          |            |              |
| 3.  | Equipment: computers etc.                               |      |          |            |              |
| 4.  | Software  |      |          |            |              |
|     | Grand Total   |      |          |            |              |

## **SECTION V: - TERMS OF REFERENCE**

Consultancy Services for siting, survey and design for construction works of water pan and also supervise the construction of the water pan in Nasinyono, Turkana west

### **1.0 Background to this Consultancy**

Africa Inland Church Health Ministries (AICHM) is a department of the Africa Inland Church (AIC) responsible for health, livelihood and resilience programmes within the church. AICHM has extensive experience in working with various population groups in Kenya, particularly the pastoral population groups in the arid and semi-arid (ASAL) regions, and implements humanitarian aid and development cooperation projects in the priority areas of health and livelihoods.

AICHM has a livelihood and resilience Programme in Turkana West Sub-County designed to contribute to breaking the cycle of food and food insecurity in Nasinyono community targeting the Host Community. The proposed project area for the surface water harvesting structure is in Nasinyono community in Songot ward. The region has inadequate water for domestic use, livestock and crop irrigation. The rainfall is inadequate and unreliable amounting to an average of 200mm per annum. A large percentage of the residents depend on surface for water, which often do not hold sufficient water to meet the demands. It is for this reason that the project will undertake the development of Nasinyono water pan based on the site selected in the community

AICHM seeks to engage consultants for the detailed design of community water pan project.

#### **Project outcome:**

Improved and sustained access to water for irrigation in the demo farm and livestock use

In order to achieve the objective, AICHM intends to construct a new 30,000M3 water pan in Nasinyono, in Songot ward, Turkana West Sub County, Turkana County, to be sited suitably along the demo farm for both irrigation and livestock water access.

### **2.0 Scope of the Consultancy**

The design team shall undertake the following:

- Determine where to locate the water pan and other related structures with soil analysis and other tests as required for water pan siting.
- Establish rainfall and hydrological data for design of the structures
- To conduct topographical survey of the proposed water pan with clear accurate contour points picked and plotted.
- Significant environmental issues of concern through the presentation of baseline data, which should include social, cultural and heritage considerations. Assess public perception of the proposed developments

- Prepare engineering design reports and drawings which include all proposed components (for the structure, cattle troughs, drawing points etc.)
- To prepare bills of quantities (BOQs) and drawings and tender documents to be used to tender the works
- To prepare resultant scheme layout
- Supervise the construction works on behalf of AICHM.

The detailed activities to be undertaken during the assignment will include but not limited to the following:

## **2.1 Desk study**

- Collect data and information relevant to the project
- Collect and review government policy documents
- Review of previous and existing projects

### **2.1.1 Expected Output**

- Inception report

## **2.2 Field survey**

- Carry out topographical survey of the water pan
- Carry out environmental impact assessment

### **2.2.1 Expected Output**

- Environmental and social impact assessment report with WRMA and EIA Permits from NEMA
- topographical investigations report including coordinates of proposed sites for the water pan

## **2.3 Detailed design**

- Carry out detailed design for all the components
- Produce working engineering drawings approved by relevant government departments (five copies of each component both in hard and soft copies)
- The designs must be approved by a registered Engineer/consultant
- Prepare bills of quantities (one costed and one unpriced) and contract documents for the proposed works.

## **2.4 Expected Output**

- working engineering drawings approved by relevant government departments (five copies of each component both in hard and soft copies)
- Detailed designs approved by a registered Engineer/consultant
- bills of quantities (one costed and one unpriced) and contract documents for the proposed works
- Tender document for the works.
- Final Water pan siting report

## **3.0 Duration and stages of the assignment**

- The team is expected to undertake the detailed investigations and designs and BOQs in not more than 14 working days
- The study outputs must be shared for review within one week.

#### **4.0 Report requirements**

All reports will be represented in both soft and hard copies to the client. The report shall include:

- Hydrogeological assessment/mapping report for the water pan
- Detailed water water pan design report with government approvals as appropriate.
- water pan BOQ

#### **5.0: QUALIFICATIONS, COMPETENCIES AND EXPERIENCE REQUIRED**

The Consultant/ team must be multidisciplinary (one of the key consultant should have experience in surface water harvesting structures design.

At the minimum, the consultant(s) must possess the following bid requirements:

#### **6.0 BID REQUIREMENTS**

Firms/Consultant(s) that meet the requirements should submit an expression of interest (maximum of 5 pages), which should include the following:

- Qualification: At least a BSC. in Water resources/Civil/Agricultural engineering. (attach CV and practicing registration certificates)
- Minimum 5 years' experience in siting and design of surface water harvesting infrastructure. (provide reference contacts)
- Registration documents with relevant government bodies/departments.
- Current tax compliance certificate and KRA pin.
- Registered with Engineers board of Kenya as a consulting or professional Engineer
- Key staff (Engineer, Quantity surveyor, surveyor) have at least 3 years' experience in dam and water pan survey and design.
- A suitability statement, including commitment to be available for the entire assignment.
- Prove of financial capacity with 6 months bank statement
- A brief statement on the proposed assessment methodology including a detailed workplan.
- A detailed technical and financial proposal (separately).

#### **7 .0 Selection criteria**

AIC Health Ministries will evaluate the proposals and award the assignments based on technical and financial feasibility, ensuring transparency, impartiality and neutrality.

AIC Health Ministries reserves the right to accept or reject any proposal received without giving reasons and is not bound to accept the lowest or highest bidder.

### 8.0 Reports and Time Schedule,

| <b>Reports</b>  | <b>Deliverable</b>   | <b>Time Schedule</b>   |
|---|--|--|
| Survey reports- Hydrological, topographical and geotechnical report | Hydrological topographical, geotechnical reports                       | To be agreed before contract execution with the successful candidate |
| Research methodology, instruments and tools                         | Final design reports, Earth dam and earth pan BoQs and drawing designs | To be agreed before contract execution with the successful candidate |

### 9.0 Terms of Payment.

| <b>Item in Scope</b>                        | <b>Deliverable</b>   | <b>Percentage of Payment</b> | <b>Payment Schedule (Payment trenches)</b> |
|---|--|------------------------------|--|
| Inception                                   | Detailed inception report  | 20%                          | 1st Installment                            |
| Surveys                                     | Hydrological and topographical design reports with drawings and BOQs   | 20%                          | 2nd Instalment                             |
| Research methodology, instruments and tools | Approved water pan design documents (Design reports, BoQs, drawings, and ESIA report with WRA and NEMA license). | 30%                          | 3rd Installment                            |
| Supervision                                 | Water pan construction supervision report  | 30%                          | 4th Installment                            |

### REPORTING ARRANGEMENTS

AICHM Area Operations Manager (Client’s Representative) will be responsible for monitoring and evaluation of the activities under this program. The firm may therefore coordinate all activities closely with the AICHM Area Operations Manager. The consultant will report directly to and tend to all the deliverables to the AICHM Head of Programs in conjunction with the AICHM Area Operations Manager

## SECTION VI: ANNEX I

### STANDARD FORMS OF CONTRACT

#### CONSULTING SERVICES

##### CONTENTS

|  |    |
|--|----|
| Special notes.....   | 38 |
| Contract for Consultant’s Services.....                                    | 39 |
| I Form of Contract.....  | 40 |
| II General Conditions of Contract.....                                     | 42 |
| 1. General Provisions.....   | 42 |
| 1.1 Definitions.....   | 43 |
| 1.2 Law Governing the Contract.....  | 43 |
| 1.3 Language.....  | 43 |
| 1.4 Notices.....   | 43 |
| 1.5 Location.....  | 43 |
| 1.6 Authorized Representatives.....  | 43 |
| 1.7 Taxes and Duties.....  | 43 |
| 2. Commencement, Completion, Modification and Termination of Contract..... | 43 |
| 2.1 Effectiveness of Contract.....   | 43 |
| 2.2 Commencement of Services.....  | 43 |
| 2.3 Expiration of Contract.....  | 43 |
| 2.4 Modification.....  | 44 |
| 2.5 Force Majeure.....   | 44 |
| 2.5.1 Definition.....  | 44 |
| 2.5.2 No Breach of Contract.....   | 44 |
| 2.5.3 Extension of Time.....   | 44 |
| 2.5.4 Payments.....  | 44 |
| 2.6 Termination.....   | 44 |
| 2.6.1 By the Client.....   | 44 |
| 2.6.2 By the Consultant.....   | 45 |
| 2.6.3 Payment upon Termination.....  | 45 |
| 3. Obligations of the Consultant.....                                      | 46 |
| 3.1 General.....   | 46 |
| 3.2 Conflict of Interests.....   | 46 |

|       |  |    |
|-------|--|----|
| 3.2.1 | Consultant Not to Benefit from Commissions, Discounts, etc.....            | 46 |
| 3.2.2 | Consultant and Affiliates Not to Be Otherwise Interested in Project.....   | 47 |
| 3.2.3 | Prohibition of Conflicting Activities.....                                 | 47 |
| 3.3   | Confidentiality.....   | 47 |
| 3.4   | Insurance to be Taken Out by the Consultant...                             | 47 |
| 3.5   | Consultant's Actions Requiring Client's Prior Approval.....                | 47 |
| 3.6   | Reporting Obligations.....   | 48 |
| 3.7   | Documents Prepared by the Consultant to Be the Property of the Client..... | 48 |
| 4     | Consultant's Personnel.....  | 48 |
| 4.1   | Description of Personnel.....  | 48 |
| 4.2   | Removal and/or Replacement of Personnel.....                               | 48 |
| 5     | Obligations of the Client.....   | 49 |
| 5.1   | Assistance and Exemptions.....   | 49 |
| 5.2   | Change in the Applicable Law.....  | 49 |
| 5.3   | Services and Facilities.....   | 49 |
| 6     | Payments to the Consultant.....  | 49 |
| 6.1   | Lump-Sum Remuneration.....   | 49 |
| 6.2   | Contract Price.....  | 49 |
| 6.3   | Payment for Additional Services.....                                       | 49 |
| 6.4   | Terms and Conditions of Payment.....                                       | 49 |
| 6.5   | Interest on Delayed Payments.....  | 50 |
| 7     | Settlement of Disputes.....  | 50 |
| 7.1   | Amicable Settlement.....   | 50 |
| 7.2   | Dispute Settlement.....  | 50 |
| III   | Special Conditions of Contract.....  | 51 |

## **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

**CONTRACT FOR CONSULTANT'S SERVICES**

Large Assignments (Lump-Sum Payments)

Between

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

AND

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

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

## I. FORM OF CONTRACT

### Large Assignments (Lump-Sum Payments)

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

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

#### WHEREAS

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

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract;
  - (b) The Special Conditions of Contract;
  - (c) The following Appendices: [Note: If any of these Appendices are not used, they should be deleted from the list]
    - Appendix A: Description of the Services
    - Appendix B: Reporting Requirements
    - Appendix C: Key Personnel and Sub consultants
    - Appendix D: Breakdown of Contract Price in Foreign Currency
    - Appendix E: Breakdown of Contract Price in Local Currency
    - Appendix F: Services and Facilities Provided by the Client
2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:

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

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

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

[*Full name of Client's authorised representative* \_\_\_\_\_ of \_\_\_\_\_

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

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

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

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

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

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

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

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

## II. GENERAL CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;
- (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;
- (c) “Contract Price” means the price to be paid for the performance of the Services in accordance with Clause 6 here below;
- (d) “Foreign Currency” means any currency other than the Kenya Shilling;
- (e) “GC” means these General Conditions of Contract;
- (f) “Government” means the Government of the Republic of Kenya;
- (g) “Local Currency” means the Kenya Shilling;
- (h) “Member”, in case the Consultant consists of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract;
- (i) “Party” means the Client or the Consultant, as the case may be and “Parties” means both of them;
- (j) “Personnel” means persons hired by the Consultant or by any 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 Representative’s Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.
- 1.7 Taxes and Duties The Consultant, Sub consultant[s] and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

**2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

- 2.1 Effectiveness of Contract This Contract shall come into effect on the date the Contract is signed by both Parties 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 Unless terminated earlier pursuant to Clause 2.6, this

- Contract 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 The failure of a Party to fulfill any of its obligations under of Contract the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 2.5.3 Extension Of Time Any period within which a Party shall, pursuant to this Contract complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 2.5.4 Payments During the period of his inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period.
- 2.6 Termination
- 2.6.1 By the Client The Client may terminate this Contract by not less than thirty (30) days’ written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in this Clause;
- (a) if the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;

- (b) if the Consultant becomes insolvent or bankrupt;
- (c) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) If the Consultant, in the 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.

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

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

2.6.2 By the Consultant

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

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

2.6.3 Payment upon Termination

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

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

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

### 3. OBLIGATIONS OF THE CONSULTANT

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

#### 3.2 Conflict of Interests

- 3.2.1 Consultant (i)           The remuneration of the Consultant pursuant to  
Not to                            Clause 6 shall constitute the Consultant's sole  
Benefit from                 remuneration in connection with this Contract or  
Commissions,                 the Services and the Consultant shall not accept  
Discounts,                     for his own benefit any trade commission,  
Etc.                             discount or similar payment in connection with  
                                      activities pursuant to this Contract or to the Services or  
                                      in the discharge of his obligations under the Contract  
                                      and the Consultant shall use his best efforts to ensure  
                                      that his personnel, any sub consultant[s] and agents of  
                                      either of them similarly shall not receive any such  
                                      additional remuneration.
- (ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.
  - (iii) Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any applicable procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of the Client.

- 3.2.2 Consultant and Affiliates to be Otherwise Interested in      The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and his affiliates, as well as any Subconsultant Not 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 project resulting from or closely related to the Services.
- 3.2.3 Prohibition of Conflicting      Neither the Consultant nor his subconsultant[s] nor their personnel shall engage, either directly or indirectly in any of the following activities: 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 by the and maintain, at his      The Consultant (a) shall take out and maintain Taken Out and shall cause any subconsultant[s] to take out Consultant 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.
- 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 All plans, drawings, specifications, designs, reports and prepared by other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become the property of the Client and the Property Consultant of the Client shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

#### 4. CONSULTANT'S PERSONNEL

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

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

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

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

## 5. OBLIGATIONS OF THE CLIENT

### 5.1 Assistance and Exemptions

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

### 5.2 Change in the Applicable Law

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

### 5.3 Services and Facilities

The Client shall make available to the Consultant the Services and Facilities listed under Appendix 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 contract

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 Delayed Payment Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending .

## 7. SETTLEMENT OF DISPUTES

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

- 7.2 Dispute Settlement Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred by either Party to the arbitration and final decision of a person to be agreed between the Parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.

III. SPECIAL CONDITIONS OF CONTRACT

IV.

| Number of GC Clause | Amendments of and Supplements to Clauses in the General Conditions of Contract   |
|---------------------|--|
| 1.1(i)              | The Member in Charge is Jacob Kimote   |
| 1.4                 | <p>The addresses are:</p> <p>Client: AIC HEALTH MINISTRIES IN KENYA</p> <p>Attention: Consultancy Services for siting, survey and design of water Pan Construction works and supervision</p> <p>Telephone: 020 8000474</p> <p>Email; : <a href="mailto:procurement@aichm.org">procurement@aichm.org</a></p> <p>Consultant:</p> <p>Telephone;</p> <p>Email:</p> |
| 1.6                 | <p>The Authorized Representatives are:</p> <p>For the Client: Jacob Kimote</p> <p>For the Consultant: _____</p>  |
| 2.1                 | <p>The date on which this Contract shall come into effect Is (_____) [date].</p> <p><i>Note: The date may be specified by reference to conditions of effectiveness of the Contract, such as receipt by Consultants of advance payment and by Client of bank guarantee</i></p>  |
| 2.2                 | The date for the commencement of Services is _____ [date]  |
| 2.3                 | <p>The period shall be:</p> <ul style="list-style-type: none"><li>• Survey and design works – 2 weeks,</li></ul> <p><i>Note: Fill in the period, eg, twenty-four (24) months or such other period as the Parties may agree in writing.</i></p>   |

3.4 The risks and coverage shall be:

- (i) Professional Liability: It is expected that the Consultant will take reasonable care of own Health and Safety and that of others with whom they come into contact. The Consultant must also co-operate with AIC Health Ministries in Kenya in so far as may be necessary to fulfill legal obligations regarding Health and Safety standards.
- (ii) Loss of or damage to equipment and property: The Consultant will provide for own adequate medical and other necessary insurance cover at his/ her own cost

6.2(a) The amount in foreign currency or currencies is \_\_\_\_\_  
*[Insert amount]*.

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

6.4 Payments shall be made according to the following schedule:

| Item in Scope                               | Deliverable   | Percentage of Payment | Payment Schedule (Payment trenches) |
|---|---|-----------------------|-------------------------------------|
| Inception                                   | Detailed inception report   | 20%                   | 1 <sup>st</sup> Installment         |
| Surveys                                     | Hydrological and topographical design reports with drawings and BOQs  | 20%                   | 2 <sup>nd</sup> Instalment          |
| Research methodology, instruments and tools | Approved water pan design documents ( <i>Design reports, BoQs, drawings, and ESIA report with WRA and NEMA license</i> ). | 30%                   | 3 <sup>rd</sup> Installment         |
| Supervision                                 | Water pan construction supervision report   | 30%                   | 4 <sup>th</sup> Installment         |

*Note: (a) This sample Clause should be specifically drafted for each Contract and the following installments are indicative only; (b) if the payment of foreign currency and of local currency does not follow the same schedule, add a separate schedule for payment in local currency; and (c) if applicable, detail further the nature of the report evidencing performance, as may be required, e.g., submission of study or specific phase of study, survey, drawings, draft bidding documents, etc., as listed in Appendix B, Reporting Requirements. In the example provided, the bank guarantee for the repayment is released when the payments have reached 50 percent of the lump- sum price, because it is assumed that at that point, the advance has been entirely set off against the performance of services.*

**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 OFFICE

**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

You are requested to give the particulars indicated in Part I 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 I – General:*

Business Name

.....  
.....  
.....

Location of business premises

.....  
.....

Plot No. ....Street/Road .....

MobileNo.....

Postal Address .....code.....  
Town.....

Tel.No.....

Email  
address.....

Nature of business

.....  
.....  
.....  
.....

Current Business permit No..... ...Expiry  
date.....

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

Kshs.....

Name of your bankers .....

Branch.....

*Part 2 (a) – Sole Proprietor:*

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

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

\*Citizenship details.....

*Part 2 (b) – Partnership*

Give details of partners as follows:

| <u>Name</u> | <u>Nationality</u> | <u>Citizen Details</u> | <u>Shares%</u> |
|-------------|--------------------|------------------------|----------------|
|-------------|--------------------|------------------------|----------------|

1. ....

2. ....

3. ....

4. ....

5. ....

*Part 2 (c) - Registered Company*

Private or public

.....

State the nominal and issued capital of the company –

Nominal Kshs.

Issued Kshs.

Give details of all directors as follows:

| <u>Name</u> | <u>Nationality</u> | <u>Citizen Details</u> | <u>Shares%</u> |
|-------------|--------------------|------------------------|----------------|
|-------------|--------------------|------------------------|----------------|

6.....

7. ....

8. ....

9. ....

10.....

Date .....

Signature of Tenderer.....

Company Stamp:

\* If Kenyan citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration.