

**KISUMU WATER AND SEWERAGE COMPANY
LIMITED**



TENDER NO. KWSC/RFP/01/2018 -2019

REQUEST FOR PROPOSALS (RFP)

**PROVISION OF CONSULTANCY SERVICES TO CARRY
OUT JOB EVALUATION FOR KIWASCO.**

JULY 2018

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SECTION I - LETTER OF INVITATION

Date: 17th July 2018

Dear Sir/Madam,

Kisumu Water and Sewerage Company Ltd (**KIWASCO**) invite interested and eligible Consultants to submit sealed proposals for Provision of Job Evaluation Services.

Request For Proposal (RFP) documents detailing the requirements may be obtained from Procurement Office, Nafaka Building, Oginga Odinga Street, opposite Swan Centre, Kisumu upon payment of Kenya Shillings One Thousand (Kes 1,000/=) non-refundable fee at the Cash Office, Nafaka House – Nairobi. Alternatively, the documents may be downloaded from the website www.kiwasco.co.ke **free of charge**. Interested Consultants who download the documents should send their particulars immediately through email aogwang@kiwasco.co.ke for registration purposes before the tender closing date. Further, all prospective Consultants are advised to visit the website regularly to check any updates or addenda that may be issued.

Tenders must be accompanied by a tender security of Kshs. 500,000.00 in the format provided in this document.

Completed tender documents in plain sealed outer envelope enclosing separately sealed envelopes (in “original” and “copy” properly bound) ALL clearly marked **KWSC/RFP/01/2018-2019 – Consultancy for Provision of Job Evaluation Services** as per instructions in the RFP documents and addressed to:

**The Managing Director
Kisumu Water and Sewerage Company Ltd
P.O. Box 3210-40100
KISUMU**

should be deposited in the tender box located on ground floor, Reception Area, Nafaka House, Kisumu on or before **12.00 noon local time on 7th August, 2018**. Proposals will be opened immediately thereafter at KIWASCO boardroom, 1st Floor, Nafaka House, Kisumu in the presence of bidders or their representatives who choose to attend.

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

SECTION II – INFORMATION TO CONSULTANTS (ITC)

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SECTION II - INFORMATION TO CONSULTANTS

2.1 Introduction

- 2.1.1 KIWASCO will select the consultant among those who submit proposals or those who respond to the invitation for proposals in accordance with the method of selection detailed under this section and consistent with the regulations.
- 2.1.2 The consultants are invited to submit a technical proposal and a financial proposal for consulting services required for the assignment stated in the Tender Notice (Section I).
- 2.1.3 In the assignment where the procuring entity intends to apply standard conditions of engagement and scales of fees for professional services, which scale of fees, will have been approved by a relevant authority, a technical proposal only may be invited and submitted by the consultants. In such a case the highest ranked consultant in the technical proposals shall be invited to negotiate a contract on the basis of the set scale of fees. The technical proposals will be the basis for contract negotiations and ultimately for a signed contract with the selected consultant.
- 2.1.4 The consultants must familiarize themselves with local conditions as regards the assignment and take them into account in preparing their proposals. To obtain adequate information on the assignment and on the local conditions, consultants are encouraged to liaise with the procuring entity regarding any information that they may require before submitting a proposal.
- 2.1.5 The client will provide the inputs and services specified in the special conditions of contract needed to assist the individual consultant to carry out the assignment.
- 2.1.6 The cost of preparing the proposal and negotiating the contract including any visit to the procuring entity are not reimbursable as a direct cost of the assignment. The procuring entity is not bound to accept any of the proposals submitted.
- 2.1.7 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.8 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.1.9 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.2 Clarification and amendment to the RFP documents

- 2.2.1 Individual consultant may request clarification of any of the RFP documents not later than Seven (7) days before the deadline for the submission of the proposals. Any request for clarification must be sent in writing by post, fax or email to the procuring entity's address indicated in the special conditions of contract. The procuring entity will respond by post, fax or email 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 prospective bidders in the website mentioned in Section I above.
- 2.2.2 At any time before the deadline for submission of the proposals, the procuring entity may for any reason; either at its own initiative or in response to a clarification requested by an intended consultant amends the RFP. Any amendment shall be issued in writing, fax or email to all the consultants and will be binding on them. The procuring entity may at its discretion extend the deadline for the submission of the proposals.
- 2.2.3 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.
- 2.2.4 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.3 Preparation of proposals

- 2.3.1 The consultant's proposal shall be written in English language.
- 2.3.2 In preparing the Technical proposal, the individual consultants are expected to examine the documents containing the 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, the individual consultant must give particular attention to the following:
- 2.3.4 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 all the staff who will be involved in the exercise, consultant must indicate their responsibility in the assignment and also the staff time as necessary.
- (iii) The curriculum vitae (CV) of the staff proposed must be submitted with the proposal.

2.3.5 The Technical proposal shall provide the following information;

- (a) The consulting firm's profile CV and a brief of any recent experience of assignment of a similar nature. For each assignment the brief should indicate the profiles of staff involved, contract amount and the firms' involvement.
- (b) Any comments or suggestions on the Terms of Reference and a list of service and facilities requested to be provided by the procuring entity.
- (c) A description of the methodology and work plan for performing the proposed assignment.
- (d) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (e) Any additional information requested in the special conditions of contract.

2.3.6 The Technical proposal shall be separate from the financial proposal and shall not include any financial information.

2.4 Financial Proposal

2.4.1 In preparing the financial proposal, the individual consultants are expected to take into account the time required in completing the assignment as outlined in the RFP documents. The financial proposal will therefore be quoted in fees per day or month. The financial proposal may also include other costs as necessary, which will be considered as re-imbursables.

2.4.2 The Financial proposal should include the payable taxes.

2.4.3 The fees shall be expressed in Kenya Shillings.

2.4.4 The Financial proposal must remain valid for 90 days after the submission date. During this period the individual consultant is expected to keep available at his own cost any staff proposed for the assignment. The procuring entity will make best efforts to complete negotiations within this period. If the procuring entity wishes to extend the validity period of the proposals, the consultants who do not agree, have the right not to extend the validity of their proposals.

2.4.5 The financial proposal must comply with the law governing the profession of the consultant.

2.5 Submission, Receipt and Opening of Proposals

- 2.5.1 The technical proposal and the financial proposal shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the individual consultants. Any such corrections must be initialed by the individual consultant.
- 2.5.2 For each proposal the individual consultants shall prepare the proposals in the number of copies indicated in the special conditions of contract. Both Technical proposal and financial proposal shall be bound together and marked "ORIGINAL" or "COPY" as appropriate (combined technical and financial proposal). If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 2.5.3 The original proposal shall be placed in an envelope clearly marked "original" and likewise the copies of the proposals shall be put in an envelope clearly marked "copy". All these two envelopes shall then be inserted in one sealed bigger envelope. This outer envelope shall **only** bear the procuring entities' address and other information indicated in the appendix to the instructions to consultants and clearly marked "DO NOT OPEN before **12.00 noon, on 7th August 2018.**
- 2.5.4 The completed proposals must be delivered at the submission address on or before the time and date of the submission of the proposals indicated in the appendix to the instructions to consultants. Any proposals received later than the closing date for submission of proposals shall be rejected and returned to the consultants unopened. For this purpose the inner envelope containing the technical and financial proposals will bear the address of the bidder submitting the proposals.
- 2.5.5 After the deadline for submission of proposals, the proposals shall be opened immediately by the opening committee. The committee shall read aloud the total tender sum in the financial proposal, the availability of tender security and of how much and how many copies of the proposals have been submitted. The opening committee shall prepare minutes of the opening process

2.6 Evaluation of the Proposal (General)

- 2.6.1 From the time the proposals are opened to the time of the contract award, if any individual consultant wishes to contact the procuring entity on any matter relating to his/her proposal, he/ she should do so in writing at the address indicated in the appendix to the instructions to consultants. Any effort by a consultant to influence the procuring entity's staff in the proposal evaluation, proposal comparison or contract award may result in the rejection of the consultant's proposal.

2.7 Evaluation of Technical Proposals

2.7.1 The evaluation committee appointed by the procuring entity to evaluate the proposals shall carry out the evaluation of technical proposals following the criteria set out in the terms of reference based on the following criteria

CRITERIA	POINTS
i. The firm's general experience	35
ii. Adequacy of the proposed work plan and methodology in responding to the terms of reference	20
iii. Qualifications, experience and competency of key staff for the assignment	30
iv. Business Support	9
v. Recommendation Letters	6
Total points	100

2.7.2 Any proposal which will be examined and found not to comply with all the requirements for submission of the proposals will be declared non responsive. All the proposals found to have complied with all the requirements for submission of proposal shall be declared responsive by the evaluation committee

2.7.3 Each responsive proposal will be given a technical score (ST). Any technical proposal which fails to achieve the total minimum score indicated in the appendix to the information to tenderers shall be rejected at this stage and will not proceed to the next stage of evaluation.

2.8 Evaluation of Financial Proposals

2.8.1 After completion of the evaluation of Technical proposals, only the proposals which meet the total minimum score of technical evaluation shall proceed to financial evaluation.

2.8.2 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.

2.8.3 The formulae for determining the financial score (SF) unless an alternative formula is indicated in the appendix to the information to tenderers shall be as follows:

$$SF = 100 \times fm/f \text{ where}$$

SF is the financial score

Fm is the lowest fees quoted and

F is the fees of the proposal under consideration.

The lowest fees quoted will be allocated the maximum score of 100

2.8.4 The consultants proposals will be ranked according to their combined technical score (ST) and financial score (SF) using the weights indicated in the appendix to the instructions to consultants. Unless otherwise stated in the appendix to the instructions to consultants the formulae for the combined scores shall be as follows;

$$S = ST \times T\% + SF \times P\%$$

Where

S, is the total combined scores of technical and financial scores

St is the technical score

Sf is the financial score

T is the weight given to the technical proposal and

P is the weight given to the financial proposal

Note P + T will be equal to 100%

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

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

2.8.7 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price

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

2.8.9 The individual consultant achieving the highest combined technical and financial score will be invited for negotiations.

2.9 Negotiations

- 2.9.1 Negotiations will be held at the same address indicated in the appendix to the information to consultants. The purpose of the negotiations is for the procuring entity and the consultant to reach agreements on all points regarding the assignment and sign a contract.
- 2.9.2 The negotiations will include a discussion on the technical proposals, the proposed methodology and work plan, staff and any suggestions made by the consultant to improve the Terms of reference. The agreed work plan and Terms of reference will be incorporated in the description of the service or assignment and form part of the contract.
- 2.9.3 The negotiations will be concluded with a review of the draft contract. If negotiations fail, the procuring entity will invite the consultant whose proposal achieved the second highest score to negotiate a contract.
- 2.9.4 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 before commencement of negotiations. After negotiations are completed the procuring entity will promptly notify the other consultants that they were unsuccessful.
- 2.10.2 The selected consultant is expected to commence the assignment on the date indicated in the appendix to the information to consultants or any other date agreed with the procuring entity.
- 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.

2.10.7 The successful Consultant shall be required to submit a Performance Bond equivalent to 10% of the contract price (sum) in form of a banker's cheque, or from a bank or insurance company acceptable to the procuring entity.

2.11 Confidentiality

2.11.1 Information relating to evaluation of proposals and recommendations of contract award shall not be disclosed to the consultants who submitted the proposal or to other persons not officially concerned with the process, until the winning consultant has been notified that he/she has been awarded the contract.

2.12 Corrupt or fraudulent practices

2.12.1 The procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.12.2 The procuring entity will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

Appendix to information to consultants

Note on the Appendix to Information to Consultants

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

APPENDIX “A”
Clause Reference

2.1.1 The name of the Procuring Entity is:
KISUMU WATER AND SEWERAGE COMPANY LTD
P.O. BOX 3210 – 40100
KISUMU.
Tel. 057 204100, 2023977, 0721 757382

The method of selection is: **Quality Cost Based Selection (QCBS).**

2.1.2 Technical and Financial Proposals shall be prepared separately

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

- Job Evaluation Consultancy Services

2.5.2 Number of Copies required shall be two, i.e. an “original” and a “copy”.

2.5.4 The proposal submission address is:

The Managing Director
Kisumu Water and Sewerage Company Ltd
P.O. Box 3210 - 40100
KISUMU.

And Should be deposited in the Tender Box situated on the ground floor, Nafaka Building, Oginga Oginga Street, **on or before 12.00 noon, local time on 7th August 2018: Proposals Reference Number is:- KWSC/RFP/01/2018-2019.**

2.6.3: The minimum technical score required to pass is 70%. Any bidder which scores below 70% in the technical evaluation will not be considered for financial evaluation and will be dropped at this point.

2.7.1 The evaluation of Technical Proposal will be as follows:-

(a) Preliminary evaluation of Proposals

The evaluation committee shall first conduct a preliminary evaluation to determine whether –

- i) The proposal has been submitted in the required format as per the invitation and proposal instructions;
- ii) The proposal has been signed by the person lawfully authorized to do so;

iii) The required two copies of the proposals have been submitted as per the invitation and proposal instructions (original and copy);

iv) The proposal is valid for ninety days (90) as per the proposals instructions.

v) The bid document has been serialized **(MUST)**

Proposals which do not satisfy any of the above requirements shall be rejected at this stage.

(b) Mandatory Requirements

Consultants shall attach copies of following requirements

1. Certificate of Company Incorporation / Registration
2. Details of Company Ownership /Directorship
3. PIN Certificate/VAT registration certificate
4. Valid KRA Tax Compliance Certificate
5. Valid NSSF Compliance Certificate
6. Tender Security of Kshs. 500,000.00
7. Address and Contact Details
8. Audited accounts for the last two years (between 2015 - 2017)

Proposals which do not satisfy any of the above requirements shall be rejected at this stage.

(c) Technical Evaluation

1. The firm's experience of assignment of similar nature – 35 points

a) Provide a list containing the name, address and contact person from at least five large corporate clients that can best demonstrate your experience in conducting Job Evaluation within the last five years **(5 points)**.

b) Attach proof or evidence in form of an award letter or contract agreement or LSO from five corporate clients and a confirmation letter from each of the listed clients 8 points each **(total 30 points)**

Verification of information provided will be carried out and any falsification will lead to an automatic disqualification.

2. Adequacy of the proposed work plan and methodology in responding to the terms of reference – 20 points

a) Adequacy of the proposed work plan for carrying out the assignment preferably presented in relevant charts showing adherence to time lines **(5 points)**

b) Understanding of the assignment

i. A simple explanation of what Job Evaluation is **(5 points)**,

ii. Appropriateness of the method to be used in evaluating the jobs **(5 points for proposing to use point-rating/ point method/ point-factor rating method. Zero points for other methods)**

c) Completeness of the proposed stages/ steps to be followed in carrying out the assignment and delivering on the terms of reference. **(10 points)**

3. Qualifications, experience and Competency of key staff for the assignment – 30 points

Note: Bidders must have formal qualifications in Human Resource Management.

Provide at least four professionally qualified team members for this assignment. Attach detailed CVs of the individual consultants fully signed by both parties and copies of their relevant academic and professional qualification certificates.

A. Team Leader/Lead Consultant

Team Leader should possess the following qualifications and experience **(Maximum 15 points):**

i) Hold a Masters degree from a recognized university, preferably in Human Resource Management/Business Management/ Administration or its equivalent from a recognized institution **(5 point)**.

iii) At least 8 years' experience in the Human Resource Management field **8 years- 2 points or prorata for less experience**

iv) A brief of any recent specific experience of assignment similar to this one **– 2 points or prorata for less experience**

v) Full Member to the Institute of Human Resource Management (IHRM) **–2 points**

vi) Must have Human Resource Practicing Certificate **(3 points)**

vi) Submission of a detailed CV fully signed by both the employee and the employer - **1point)**

NOTE: Academic/Membership Certificates MUST be attached. If certificates are not attached, award zero marks.

B. Other Key Personnel

The other three key personnel shall possess the qualifications mentioned below **(Total 15 points):**

- a) A first degree in Human Resource/Business Management/ Administration/Economics/Finance or any other related field of study from a recognized institution – **5point**
- b) A Masters Degree in business management/ Administration or its equivalent will be an added advantage – **1 points**
- c) At least 6 years' experience in Human Resource Management - **4 points or prorated for less experience**
- d) A brief of any recent specific experience of an assignment similar to this one. **3 point or prorated for less than three years**
- e) Membership to IHRM- **1 points**
- f) Submission of a detailed CV fully signed by both the employee and the employer **1 points)**

4. Business Support (Total 9 points)

- a) Availability of Liquid assets (2 points) and access to lines of credit/other financial (2 points) that prove your capacity to deliver without relying on KIWASCO payment [attach evidences] – **(Total 4 points).**
- b) Appointed bankers – **(2 points).**
- c) Letter of authority for KIWASCO to seek reference from your bankers – **(3 points).**

5. Three Current Recommendation Letters (6 points)

NOTE: Academic/Membership Certificates MUST be attached. If certificates are not attached, award zero marks.

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

T= 0.80

F = 0.20

2.10.2 The assignment is expected to commence immediately after contract signing at Kisumu.

SECTION III - SPECIAL CONDITIONS AND TERMS OF REFERENCE (TOR)

1.0 KIWASCO Background Information

Kisumu Water and Sewerage Company Limited (KIWASCO) was established through the reforms that took place in the water sector nationally and based on the decision to privatize essential services. The Company was established in July 2003 as an independent company after the transformation of the water and sewerage department of the Kisumu Municipal Council. The core objective of KIWASCO is to make the water and sewerage services provision a commercial activity that generates sufficient revenue to sustain its operations.

To succeed in its mandate, the KIWASCO needs to have the right people in the right places doing what they are most qualified and experienced to do and earning a competitive pay. It is on this premise and in light of the recent changes that KIWASCO wants to conduct a Job Evaluation exercise to establish its manpower requirements vis-à-vis the current workforce, and scientifically determine the relative worth of the jobs.

2.0 Objectives of the assignment

In order to align our people to deliver the business strategy, and measure the value of work and how it links to business performance, KIWASCO is embarking on a job evaluation exercise. The exercise will:

1. Review and update the current role descriptions in KIWASCO and recommend new competencies and skills to support the company strategic objectives.
2. Determine the size/weight of each role in relation to all others in KIWASCO

KIWASCO is seeking to hire competent consulting firm to deliver an Organization Review exercise. Interested consulting firms are invited to submit their proposal covering areas outlined in the Scope of Work.

3.0 Terms of Reference (TORs)

- Review the overall current structure of KIWASCO, including functional units giving recommendations on a desirable organization structure to improve efficiency and effectiveness;
- Recommend optimal staff numbers for the Company;
- Conduct a job analysis and carry out a job evaluation to establish a rational job grading structure and role profiles for the Company;
- Align staff to the existing salary structure
- Carry out a skills and competency audit and develop a job competency manual for the Company;
- Develop a succession management policy and plan aligned to the Company's strategy, public sector guidelines; and

- Develop an implementation road map for future growth pointing out the costs, timing and dependencies.
- Conduct a Person - Job Match to the positions available
- Conduct Manpower Planning and carry out Workload Analysis to determine optimal staff complement and propose optimal staffing levels for the various job categories within the Fund in order to eliminate under-staffing and/or excess capacity and consequently maximize employee productivity.

4.0 Scope of the Work

The exercise will cover all the jobs of the KIWASCO from Grade 7 to Grade 1 spread across all the stations.

5.0 Deliverables

The expected deliverables of this assignment will be as follows:

- i. A comprehensive report, which responds to the specific terms of reference as detailed above. The report should outline key recommendations, short and long-term interventions aimed at improving access to efficient and quality public service for greater customer satisfaction.
- ii. New organogram
- iii. Job Competency Manual
- iv. Succession Management Policy and Plan
- v. Optimal Staffing Levels
- vi. Career Progression Guidelines (Schemes of Service) incorporating Job descriptions, Job Specifications and Career Paths,
- vii. Recommendations on the way forward.

6.0 Confidentiality

The information collected and the resulting findings shall be the property of KIWASCO and shall not be divulged to any third party without express permission of the organization.

7.0 Timing

The estimated time frame for the project shall be four months. The consultant shall prepare an agreeable timetable/ schedule of the assignment.

8.0 Terms of Payments

- Twenty (20) percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same.
- Ten (10) percent of the lump-sum amount shall be paid upon submission of the inception report.
- Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the interim report.
- Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the draft final report.
- Twenty (20) percent of the lump-sum amount shall be paid upon approval of the final report.
- The bank guarantee shall be released when the total payments reach fifty (50) percent of the lump-sum amount.

Payment shall be made against certified deliverables and invoice.

SECTION IV: - 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.

TECHNICAL PROPOSAL

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3. Comments and suggestions of consultants on the Terms of reference and on data, services and facilities to be provided by the procuring entity	
4. Description of the methodology and work plan for performing the assignment	
5. Team composition and Task assignments	
6. Format of curriculum vitae (CV) for proposed Professional staff	
7. Time schedule for professional personnel	
8. Activity (work schedule)	

1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____ Date]

To: THE MANAGING DIRECTOR
KISUMU WATER AND SEWERAGE COMPANY LTD
P.O BOX 3210 – 40100
KISUMU

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for **Carrying out Job Evaluation REF: KWSC/RFP/01/2018-2019** in accordance with your Request for Proposal dated **17th July 2018** and our Proposal. We are hereby submitting our Proposal, which includes this Technical and Financial Proposal all bound together.

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

We remain,

Yours sincerely,

[Authorized Signature]:

[Name and Title of Signatory]

:

[Name of Firm]

:

[Address:]

2. FIRM'S REFERENCES

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

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

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

Firm's Name: _____

Name and title of signatory; _____

(May be amended as necessary)

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

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

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

- 1.
- 2.
- 3.
- 4.
- 5.

**14.DESCRPTION OF THE METHODOLOGY AND WORK PLAN FOR
PERFORMING THE ASSIGNMENT**

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

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

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Certification:

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

_____ Date: _____
[Signature of staff member]

_____ Date: _____
[Signature of authorised representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

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

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

8. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

[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). Completion and Submission of Reports

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

SECTION V: - 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 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 STANDARD FORMS

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2. Summary of costs	
3. Breakdown of price/per activity	
4. Breakdown of remuneration per activity	
5. Reimbursables per activity	
6. Miscellaneous expenses	

1. FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: THE MANAGING DIRECTOR
KISUMU WATER AND SEWERAGE COMPANY LTD
P.O BOX 3210-40100
KISUMU

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for carrying out job evaluation REF: KWSC/RFP/01/2018-2019 in accordance with your Request for Proposal dated 17.07.2018 and our Proposal. Our attached Financial Proposal is for the sum of (_____)
[Amount in words and figures] inclusive of the taxes.

We remain,

Yours sincerely,

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

2. SUMMARY OF COSTS

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

3. BREAKDOWN OF PRICE PER ACTIVITY

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

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____		Name: _____		
Names	Position	Input(Staff months, days or hours as appropriate.)	Remuneration Rate	Amount
Regular staff				
(i)				
(ii)				
Consultants				
Grand Total				_____

5. REIMBURSABLES PER ACTIVITY

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				

Activity No: _____

Name: _____

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				

ANNEX I

REPUBLIC OF KENYA

S T A N D A R D F O R M O F C O N T R A C T

F O R

CONSULTING SERVICES

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Special Notes

1. The Lump-Sum price is arrived at on the basis of inputs – including rates – provided by the Consultant. The Client agrees to pay the Consultant according to a schedule of payments linked to the delivery of certain outputs, usually reports. Lump-sum contracts have the simplicity of administration, the Client having only to be satisfied with the outputs without monitoring the staff inputs and should be used for large Assignments in for example Design; Engineering; Supervision and Management Services; Master plans; Economic and Feasibility studies; and Surveys.
2. The Contract includes four parts: Form of Contract, the General Conditions of Contract, the Special Conditions of Contract and the Appendices. The Client using this standard contract should not alter the General Conditions. Any adjustment to meet any specific project features should be made only in the Special Conditions.

(iii)

CONTRACT FOR CONSULTANT'S SERVICES

between

[name of the Client]

AND

[name of the Consultant]

Dated: _____*[date]*

(iv)

I. FORM OF CONTRACT

Large Assignments (Lump-Sum Payments)

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

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

WHEREAS

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

NOW THEREFORE the Parties hereto hereby agree as follows:

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

(v)

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

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

For and on behalf of _____ *[name of client]*

[full name of _____ *of Client's*
authorised representative

[title] _____

[signature] _____

[date] _____

For and on behalf of _____ *[name of consultant]*

[full name of Consultant's
authorized representative] _____

[title] _____

[signature] _____

[date] _____

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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 herebelow;
- (d) “Foreign Currency” means any currency other than the Kenya Shilling;
- (e) “GC” means these General Conditions of Contract;
- (f) “Government” means the Government of the Republic of Kenya;
- (g) “Local Currency” means the Kenya Shilling;
- (h) “Member”, in case the Consultant consists of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract;
- (i) “Party” means the Client or the Consultant, as the case may be and “Parties” means both of them;

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- (j) “Personnel” means persons hired by the Consultant or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof;
- (k) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (l) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and
- (m) “Sub consultant” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation and the relationship between the Parties shall be governed by the Laws of Kenya.

1.3 Language

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

1.4 Notices

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

1.5 Location

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

1.6 Authorized Representatives

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

(viii)

1.7 Taxes and Duties The Consultant, Sub consultant[s] and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2 Commencement of Services The Consultant shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective or at such other date as may be specified in the SC.

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

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

2.5 Force Majeure

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

2.5.2 No Breach of Contract The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

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

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

2.6 Termination

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

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

For the purpose of this clause;

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

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

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

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

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

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

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

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3. OBLIGATIONS OF THE CONSULTANT

3.1 General

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

3.2 Conflict of Interests

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

The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and the Consultant shall not accept for his own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.

(ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.

(iii) Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any applicable

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

3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and his affiliates, as well as any Subconsultant and any of his affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Consultant nor his subconsultant[s] nor their personnel shall engage, either directly or indirectly in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract; or
- (b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Consultant, his subconsultant[s] and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4 Insurance to be Taken Out by the Consultant

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

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- 3.5 Consultant's Actions Requiring Client's Prior Approval** The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions;
- (a) entering into a subcontract for the performance of any part of the Services,
 - (b) appointing such members of the personnel not listed by name in Appendix C ("Key Personnel and Subconsultants").
- 3.6 Reporting Obligations** The Consultants shall submit to the Client the reports and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.
- 3.7 Documents prepared by the Consultant to Be the Property of the Client** All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of the Client and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

4 CONSULTANT'S PERSONNEL

- 4.1 Description of Personnel** The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Subconsultants listed by title as well as by name in Appendix C are hereby approved by the Client.
- 4.2 Removal and/or Replacement Of Personnel** (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

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

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

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

5.2 Change in the Applicable Law

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

5.3 Services and Facilities

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

6. PAYMENTS TO THE CONSULTANT

6.1 Lump-Sum Remuneration

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Subconsultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the

(xv)

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.

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7.2 Dispute Settlement

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

SECTION VII – SUSTAINABLE PROCUREMENT PRACTISES

KIWASCO has a Sustainable Procurement Policy in place. This Sustainable Procurement Policy is a commitment by KIWASCO to attain its vision by *procuring goods, services and works in a manner that creates value for society and the organization, while minimizing negative effects to the environment*. KIWASCO has incorporated sustainable procurement practices in its procurement system. The Sustainable Procurement Policy is also the Company’s commitment to the Sustainable Development Goal number 12 on *Responsible Consumption and Production*.

For the purpose of this procurement, KIWASCO requires all the prospective bidders to provide the following information alongside their bid. *(Indicate if you are a manufacturer/ dealer/ re-seller)*

No	Sustainability Issue/Impact	Sustainability Criteria Questions	Bidder’s comment <i>(Further explanations can be provided separately if the space provided is not enough)</i>
1	Systems for environmental management	Describe the system, processes and practices that enable your organization to reduce environmental impacts, meet your legal environmental requirements and achieve continual improvement of your environmental performance.	
		In the last two years has your organization been subject to any court proceedings related to breaches of environmental legislation? If so, what was the outcome?	
		Does your organization maintain records of potential environmental hazards and have mitigation strategies and systems in place to reduce environmental hazards such as carcinogens, irritants? Please provide examples.	

2	Corporate Social Responsibility (CSR)	Describe the formalized programs or initiatives that your organization has in place that are directed towards meeting social and ethical responsibilities and objectives.	
3	Commitment to sustainability and demonstrated sustainability improvements	Describe the processes and practices that demonstrate your organization’s commitment to and delivery of sustainability principles, including improving the sustainability performance of your organization.	
		Describe programs or initiatives that your organization has implemented across the supply chain that are directed towards becoming aware of– and improving – the sustainability performance of its products and/or services (including from a whole-of-life perspective and ethical sourcing).	
4	Packaging	Describe any initiatives that your organization has in place to minimize/reduce the amount of packaging used.	
5	Transport and logistics	Describe initiatives that the organization has implemented to reduce the environmental impacts directly associated with the transportation of raw materials/component parts and/or finished products.	
6	‘Green’ product reporting	Does your organization provide a ‘green’ product range? If so, please describe the criteria used to determine that a product can be classified as ‘green’.	

7	Energy	What actions/initiatives have been taken to address energy use during product manufacturing?	
		What actions/initiatives have been taken to improve product water efficiency during use?	
		Do the offered products qualify for energy efficiency rating labels (e.g. Energy Star label) or are they rated by the Energy Rating Scheme? Please provide details of the Energy Rating.	
		Are there any other energy-saving features associated with the offered products?	
8	Water use and quality	What actions/initiatives have you taken to address water use during product manufacture?	
		What actions/initiatives have you taken to improve product water efficiency during use?	
		What actions/initiates have you taken to address water pollution during manufacture and at the end of product life?	
9	Waste	What actions/initiatives have you implemented to reduce waste during manufacture of the offered products?	
		Can the offered products be recycled at the end-of-life?	
		Are the offered products manufactured to facilitate reuse or repair/replacement of components?	
		Provide details on the dismantling and/or disassembling of the products	

		(e.g. are plastic parts separable by hand, no mixed plastics, metals not mixed, etc.)	
		Do you offer a take back service/scheme at the end of product life? Are there any special provisions/conditions/exclusions in this scheme?	
		How does the offered scheme achieve highest and best value for its clients? For example, does it benchmark used market prices and return (trade-in) value to the client?)	
		What happens to the products once they are returned? Is there an auditable process over the treatment of the returned products? Please provide evidence.	
		Can the offered products be multi-packed (for example packed with up to six units in a single box, rather than each item being individually packaged)?	
10	Toxic substances, pollutants & emissions	Specify the toxic content of your product.	
		What targets are in place to reduce the hazardous substances in the offered products? What actions have you successfully implemented to achieve these targets?	
		Does your organization have a program in place that enables your products to meet industry standards in the future? Specify how this will be achieved.	

		What actions are taken to reduce emissions to atmosphere during the product manufacture and during product use?	
11	Resource use and intensity, including protecting natural habitats	Are raw materials used in the product or production sourced from legal and sustainably-managed sources? Please provide details/evidence including any certification schemes of the full chain of custody.	

FORM OF TENDER

Date

To:
.....

Tender No.....

[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver..... *(insert description of goods)* in conformity with the said tender documents for the sum of *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to **undertake the job evaluation exercise** in accordance with the schedule specified in the TOR's..

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to **10%** percent of the Contract Price for the due performance of the Contract, in the form prescribed by **Kisumu Water and Sewerage Company Ltd.**

4. We agree to abide by this Tender for a period of **90 days** from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

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

7. We understand that the tender may be awarded as a whole to one tenderer or in separate lots to several tenderers.

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

.....
[Signature]

.....
[In the capacity of]

Duly authorized to sign tender for an on behalf of

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

TENDER SECURITY FORM

(To Be Submitted On Bank's Letterhead)

Date:.....

To:
[name and address of procuring entity]

WHEREAS *(name of the Tenderer) (hereinafter called "the Tenderer")* has submitted its Tender dated for the provision of..... *(insert KIWASCO tender no. and name) (hereinafter called "the Tender")*;

KNOW ALL PEOPLE by these presents that **WE**.....ofhaving our registered office at.....*(hereinafter called "the Bank")*, are bound unto Kisumu Water and Sewerage Company Limited *(hereinafter called "KIWASCO")*) in the sum of Kshs..... for which payment well and truly to be made to the said KIWASCO, the Bank binds itself, its successors, and assignees by these present

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity;
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[Signature of the bank]..... [Official Rubber Stamp].....
(Amend accordingly if provided by Insurance Company)

FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

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

- 1.
 - 2.
- etc.

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

- 1.
 - 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on
day of20.....

SIGNED
Board Secretary