

**COUNTY GOVERNMENT OF GARISSA**



**DIRECTORATE OF WATER & IRRIGATION  
OFFICE OF THE CHIEF OFFICER WATER SERVICES**

**PROVISION OF CONSULTANCY SERVICES TO CARRY OUT  
WATER RESOURCES ASSESMENT FOR DECISION MAKING IN  
GARISSA COUNTY**

**CGG/T/039/2017-2018**

**INSTRUCTION TO CONSULTANTS  
CONDITIONS OF REQUEST FOR PROPOSALS (RFP)**

**JUNE, 2018**

COUNTY GOVERNMENT OF GARISSA.

INVITATION TO TENDER

OPEN NATIONAL TENDER

1. The county government of Garissa is established in 2010 in the constitution of Kenya, under the county government act, Chapter 110 of the Laws of Kenya,
2. The County Government now invites sealed proposals from eligible and qualified firms to provide the following consulting services:
3. Consultancy services for **provision of consultancy services to carry out Water resources assessment for decision making in Garissa County.**
4. The above tenders are open to consulting firms registered/incorporated in Kenya. The Terms of Reference (ToR) and bidding requirements are detailed in the Request for Proposal (RFP) document.
5. The consulting firms will be selected under Quality and Cost Based Selection (QCBS) method and procedures described in the RFP, in accordance with the provisions of Public Procurement and Disposal Act 2005 and Public Procurement and Disposal Regulations 2006, which can be found at the following website: <http://www.ppoa.go.ke/>.
6. Detailed set of RFP documents may be downloaded from the county website [www.garissa.go.ke](http://www.garissa.go.ke)
7. Interested firms may obtain further clarification/information from and inspect the RFP documents at the **Water department's Chief Officer's office, Garissa**, during working hours (8.30 a.m – 5.00 p.m, Mon-Fri. except public holidays).
8. All proposals, **each clearly marked with tender number. And name as indicated above**, must be delivered to the **Tender Box** at the address below at or before **1200 hours local time on 08/6/2018**. Electronic bidding shall not be permitted. Late proposals shall be rejected. Proposals will be opened physically in the presence of the firms' representatives who choose to attend in person in the Governor's Board Room, at Governor's offices in Garissa at the address below immediately after proposal submission deadline.

9. The address referred to above is:

**Physical Address:**

**THE COUNTY SECRETARY  
GARISSA COUNTY GOVERNMENT,  
P.O. BOX 563 -70100, Garissa, Kenya.  
Tel  
E-mail:**

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

### **2.1 Introduction**

- 2.1.1 The Client named the Appendix to “ITC” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may be required before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 The Procuring entity will provide the inputs specified in the Appendix “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2.1.6 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.7 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

## **2.2 Clarification and Amendment of RFP Documents**

- 2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client's address indicated in the Appendix "ITC". The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.
- 2.2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited consultants and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

## **2.3 Preparation of Technical Proposal**

- 2.3.1 The Consultants proposal shall be written in English language
- 2.3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 2.3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:
- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
  - (ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.

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

2.3.4 The Technical Proposal shall provide the following information using the attached Standard Forms;

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

2.3.5 The Technical Proposal shall not include any financial information.

## **2.4 Preparation of Financial Proposal**

- 2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section IV). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.
- 2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix “A” specifies otherwise.
- 2.4.3 Consultants shall express the price of their services in Kenya Shillings.
- 2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.
- 2.4.5 The Proposal must remain valid for 30 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

## **2.5 Submission, Receipt, and Opening of Proposals**

- 2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 2.1.2) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.
- 2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix “A”. Each Technical Proposal and Financial Proposal shall be marked “**ORIGINAL**” or “**COPY**” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 2.5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL,**” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” and

warning: **“DO NOT OPEN WITH THE TECHNICAL PROPOSAL”**. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix “ITC” and be clearly marked, **“DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.”**

2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix “ITC”. Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.

2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

**2.6 Proposal Evaluation General**

2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix “ITC”. Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant’s proposal.

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

**2.7 Evaluation of Technical Proposal**

**2.7.1 Mandatory Requirements**

- i. Valid registration as a legal entity with professional body as part of the registered business

Only proposals meeting these mandatory requirements shall be considered at the detailed evaluation stage.

2.7.2 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.

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

<b>Total Points</b>	<b>100</b>
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Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Appendix "ITC".

## **2.8 Public Opening and Evaluation of Financial Proposal**

- 2.8.1 After Technical Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.
- 2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has coasted all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpried items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
- 2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.
- 2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:-  
$$Sf = 100 \times \frac{Fm}{F}$$
 where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; P = the weight given to the Financial Proposal;  $T + p = 1$ ) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows:-  $S = St \times T \% + Sf \times P \%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 2.8.6 The tender evaluation committee shall evaluate the tender within 30 days of from the date of opening the tender.
- 2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).

- 2.8.8 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price
- 2.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

## **2.9 *Negotiations***

- 2.9.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in the Appendix “ITC”. The aim is to reach agreement on all points and sign a contract.
- 2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- 2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.
- 2.9.6 The procuring entity shall appoint a team for the purpose of the negotiations.

## **2.10 *Award of Contract***

- 2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.

- 2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix “A”.
- 2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.10.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.10.5 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.10.6 To qualify for contract awards, the tenderer shall have the following:
- i. Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
  - ii. Legal capacity to enter into a contract for procurement
  - iii. Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
  - iv. Shall not be debarred from participating in public procurement.

## **2.11 Confidentiality**

- 2.11.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.

## **2.12 Corrupt or fraudulent practices**

- 2.12.1 The procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.12.2 The procuring entity will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.12.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

## APPENDIX TO INFORMATION TO CONSULTANTS (ITC)

The following information for procurement of consultancy services and selection of consultants shall complement or amend the provisions of the information to consultants, wherever there is a conflict between the provisions of the information and to consultants and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the information to consultants.

### Clause Reference

2.1.1 The name of the Client is: COUNTY GOVERNMENT OF GARISSA.

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

2.1.2 Technical and Financial Proposals are requested: YES

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

Name of assignment:

TENDER NAME: PROVISION OF CONSULTANCY SERVICES TO CARRY OUT WATER REOURCES ASSESSMENT FOR DECISION MAKING IN GARISSA COUNTY.

TENDER NO.: CGG/WS/T/035/2017-2018

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

2.1.3 A pre-proposal conference will be held: YES

A PRE-PROPOSAL CONFERENCE WILL BE HELD AT THE GOVERNOR'S OFFICES IN GARISSA, KENYA ON A DATE TO BE DETERMINED BY THE CEC MEMBER FOR WATER & IRRIGATION.

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

**CHIEF OFFICER WATER SERVICES  
GARISSA COUNTY GOVERNMENT  
P.O. BOX 563-70100 Garissa - KENYA**

TEL 0726302294

FAX:

E-MAIL: cadesnr@gmail.com

ATTENTION: CHIEF OFFICER WATER SERVICES

- 2.1.4 The Client will provide the following inputs: ASSIST THE FIRM IN OBTAINING COUNTERPART STAFF AND INFORMATION/DATA WITHIN THE CUSTODY OF THE CLIENT THAT IS NECESSARY FOR PROPER EXECUTION OF THE ASSIGNMENT.
- 2.1.5 THE COST OF PREPARING THE PROPOSAL AND OF NEGOTIATING THE CONTRACT, INCLUDING ANY VISIT TO THE CLIENT SHALL BE BORNE BY THE CONSULTANTS AND THE CLIENT SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY WHATSOEVER REGARDING SUCH COSTS
- 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

**CHIEF OFFICER WATER SERVICES  
GARISSA COUNTY GOVERNMENT  
P.O. BOX 563-70100 Garissa - KENYA  
TEL 0726302294  
FAX:  
E-MAIL: cadesnr@gmail.com**

- 2.2.2 THE CLIENT SHALL ISSUE ANY ADDENDUM/CLARIFICATION IN WRITING THROUGH MAIL USING THE E-MAIL ADDRESSES PROVIDED BY CONSULTANTS IN THEIR SUBMITTED APPLICATION LETTERS.
- 2.3.3 (i) THE REQUEST FOR PROPOSALS (RFP) FOR THIS ASSIGNMENT IS OPEN TO CARRY OUT WATER RESOURCES ASSESSMENT FOR DECISION MAKING IN GARISSA COUNTY FIRMS REGISTERED/INCORPORATED IN KENYA. THE FIRMS REGISTERED/INCORPORATED IN KENYA MUST CLEARLY INDICATE SO AND PROVIDE DOCUMENTARY EVIDENCE WITH THEIR PROPOSALS.
- (ii) THIS IS A LUMP SUM ASSIGNMENT. THE ESTIMATED STAFF- MONTHS FOR THE ASSIGNMENT ARE **2 ( TWO MONTHS)**.
- (iii) RECENTLY SIGNED CVS OF PROPOSED PROFESSIONAL STAFF MUST INDICATE THE RELATIONSHIP THEY HAVE WITH THE CONSULTANCY FIRM I.E. WHETHER EMPLOYEES OR NON-EMPLOYEES. CVS OF BOTH EMPLOYEES AND NON-EMPLOYEES MUST BE CERTIFIED BETWEEN THE DATE OF THIS INVITATION TO TENDER AND TENDER SUBMISSION DEADLINE AND INDICATE THE AVAILABILITY FOR THE ASSIGNMENT WITH THE CONSULTANCY FIRM.
- (iv) AT LEAST FIVE (5) YEARS EXPERIENCE IN A SIMILAR ROLE AND ASSIGNMENT OR LONGER PERIOD AS INDICATED IN THE TOR AND A MINIMUM QUALIFICATION OF A BACHELORS DEGREE IN RESPECTIVE FIELD/DISCIPLINE

- 2.3.4 (ii) COMMENTS AND SUGGESTIONS PROVIDED BY FIRMS SHALL BE BRIEF AND CLEAR WITH CORRESPONDING COSTS IMPLICATIONS PROVIDED IN THE FINANCIAL PROPOSAL.
- (vii) Training is a specific component of this assignment: YES
- (viii) Additional information in the Technical Proposal includes:  
NONE
- 2.3.5 A TECHNICAL PROPOSAL CONTAINING FINANCIAL PROPOSAL/COSTS SHALL BE DECLARED NON-RESPONSIVE AND REJECTED
- 2.4.1 The Financial Proposal MUST follow Standard Forms (Section IV). All the costs associated with the assignment MUST be clearly indicated in monetary figures and in Kenya Shillings. FINANCIAL PROPOSALS WITHOUT MONETARY FIGURES SHALL BE DECLARED NON-REONSIVE AND REJECTED.
- 2.4.2 Taxes: [*Specify firm's liability: nature, sources of information*]: TAXES ARE APPLICABLE; KENYA REVENUE AUTHORITY (KRA), MINISTRY OF FINANCE, KENYA. PARTICIPATING FIRMS MUST SUBMIT CERTIFIED COPY OF VALID TAX COMPLIANCE CERTIFICATE FROM KRA.
- 2.4.5 PROPOSAL VALIDITY IS 14 (FORTEEN) DAYS AFTER THE OPENING OF PROPOSALS DATE.
- 2.5.2 Consultants must submit 1 (ONE) ORIGINAL and THREE (2) additional copies of each proposal (TECHNICAL & FINANCIAL).
- 2.5.3 The proposal submission address is:

**CHIEF OFFICER WATER SERVICES  
GARISSA COUNTY GOVERNMENT  
P.O. BOX 563-70100, Garissa, - KENYA**

TEL 0726302294

FAX:

E-MAIL: [cadensr@gmail.com](mailto:cadensr@gmail.com)

Information on the outer envelope should also include:

TENDER NAME: PROVISION OF CONSULTANCY SERVICES TO CARRY OUT WATER RESOURCES ASSESSMENT FOR DECISION MAKING IN GARISSA COUNTY.

TENDER NO.: CGG/WS/T/035/2017-2018

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

DATE: 8/06/2018

TIME: 10 A.M LOCAL TIME

2.5.5 OPENING OF PROPOSALS WOULD BE CONDUCTED AT:

VENUE: WATER SERVICES OFFICE  
DATE: 08/06/ 2018  
TIME: 10.00 HOURS LOCAL TIME

2.6.1 The address to send information to the Client is:

**CHIEF OFFICER WATER SERVICES  
GARISSA COUNTY GOVERNMENT  
P.O. BOX 563-70100, Garissa, - KENYA**

TEL 0726302294  
FAX:  
E-MAIL: cadesnr@gmail.com

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

- (i) STATEMENT OF EXPERIENCE MUST BE ACCOMPANIED BY DOCUMENTARY PROOF AND CURRENT CONTACT ADDRESS (**Including telephone and E-mail addresses**) OF BIDDER TO ENABLE CROSS-REFERENCING BY THE COUNTY GOVERNMENT (CLIENT). MAXIMUM POINTS WILL BE AWARDED TO THOSE WHO HAVE TAKEN LEAD ROLE IN AT LEAST 4 SIMILAR ASSIGNMENTS AND THE MINIMUM EXPERIENCE TO EARN POINTS IS ONE SIMILAR ASSIGNMENT. TIMELY COMPLETION OF ASSIGNMENTS INDICATED WILL ACCOUNT FOR 30% OF THE SCORE. ONGOING ASSIGNMENTS WILL ATTRACT A 50% SCORE AND ONLY IF IT HAS PROCEEDED PAST THE SUBMISSION OF THE DRAFT FINAL REPORT. ASSIGNMENTS THAT ARE NOT PAST THIS STAGE SHALL NOT ATTRACT ANY SCORE. FIRMS WITH NO SIMILAR EXPERIENCE SHALL HAVE THEIR PROPOSALS REJECTED REGARDLESS OF THEIR SCORES ATTAINED IN OTHER EVALUATION CRITERIA. PREVIOUS NON PERFORMANCE, POOR PERFORMANCE, CONSISTENT LATE DELIVERY OF SIMILAR ASSIGNMENTS SHALL BE A DISQUALIFYING FACTOR FOR BIDDERS.
- (ii) THE METHODOLOGY MUST RESPOND SPECIFICALLY TO EACH OF THE ITEMS IN THE DETAILED TERMS OF REFERENCE (TOR) INDICATING HOW THE CONSULTANT WILL GO ABOUT EACH. THE INDIVIDUAL TIME INPUTS OF STAFF MUST CORRESPOND TO THE SEQUENCE OF ACTIVITIES IN THE WORK PLAN AND THE INDIVIDUAL ACTIVITIES MUST BE ARRANGED IN LOGICAL SEQUENCE TO RESULT IN THE DESIRED OUTPUTS. POINTS WILL BE EARNED ON THE BASIS OF THE FIT OF THE PROPOSED METHODOLOGY AND WORK PLAN WITH THE DESIRED INPUTS, PROCESSES AND OUTPUTS EXPECTED FROM THE ASSIGNMENT.

THE OVERALL TIME FRAME FOR THE ASSIGNMENT WILL BE EVALUATED ON THE BASIS OF HOW THE CONSULTANT HAS EXPLAINED THE SPECIAL MEASURES THAT WOULD BE PUT IN PLACE

BY THE CONSULTANCY TEAM TO FINALIZE THE ASSIGNMENT WITHIN THE PROPOSED TIME FRAME. TIME FRAMES BEYOND THE PROPOSED TIME FRAME OF TWELVE (12) CALENDAR MONTHS WILL ATTRACT NIL SCORE.

- (iii) ANY EXPERIENCE THAT IS BELOW THE REQUIREMENT BY 20% OR MORE WILL NOT ATTRACT ANY SCORE. PROPOSED STAFF MUST MEET THE BASIC ACADEMIC REQUIREMENTS FOR THEIR EXPERIENCE TO BE CONSIDERED WHILE THOSE IN REGULATED PROFESSIONS MUST HAVE COPIES OF THEIR PRACTICING LICENSES ATTACHED. EACH CV FOR PERSONNEL MUST HAVE BEEN SIGNED BY THE PROPOSED EXPERT, ALONGSIDE THE FIRM'S AUTHORIZED REPRESENTATIVE, ON A DATE BETWEEN THE DATE OF RECEIPT OF THE INVITATION AND THE DATE OF SUBMISSION OF PROPOSALS. THE CV MUST INDICATE THE AVAILABILITY OF THE EXPERT AND RELATIONSHIP WITH THE FIRM.

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

(i)	General qualifications	30%
(ii)	General Experience	20%
(iii)	Specific Experience for the assignment	50%
	TOTAL	<b>100%</b>

- (iv) THE FIRM SHALL PROVIDE ELABORATE METHODOLOGY FOR INVOLVING THE BENEFICIARY COMMUNITY AT ALL STAGES IN THE ASSIGNMENT IN ORDER TO ACHIEVE FULL OWNERSHIP OF THE PROJECT INCLUDING MOBILIZATION AND BUILDING THEIR CAPACITY FOR THE SUBSEQUENT MANAGEMENT OF THE PROPOSED DEVELOPMENT.

2.8.1 OPENING DATE FOR FINANCIAL PROPOSAL SHALL BE 3 CALENDAR DAYS AFTER NOTIFICATION OF COMPLETE EVALUATION OF TECHNICAL PROPOSAL.

2.8.4 NO PREFERENTIAL BIAS SHALL BE ALLOWED AMONGST THE ELIGIBLE FIRMS.

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

RESPONSIVE FINANCIAL PROPOSALS ARE THOSE THAT WILL CORRESPOND TO ADEQUATE STAFF MONTH INPUTS (NOT MORE THAN -20% DEVIATION FROM ESTIMATED STAFF MONTH INPUT). FINANCIAL PROPOSALS THAT ARE NOT RESPONSIVE WILL BE DISQUALIFIED.

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

**T=0.8; F=0.2**

2.8.7 THIS IS A FIXED SUM CONTRACT AND NO VARIATION OF PRICES SHALL BE ALLOWED DURING THE CONTRACT EXECUTION.

2.9.1 ALL CORRESPONDENCE SHALL BE ADDRESSED TO:



**CHIEF OFFICER SERVICES**  
**GARISSA COUNTY GOVERNMENT,**  
**P.O. BOX 563-70100, Garissa- KENYA.**  
TEL 0726302294  
FAX:  
E-MAIL: cadesnr@gmail.com

- 2.10.2 The assignment is expected to commence immediately after accepting award of contract.
- 2.10.3 THE PARTIES TO THE CONTRACT SHALL HAVE IT SIGNED AFTER LAPSE OF FOURTEEN (14) CALENDAR DAYS FROM THE DATE OF NOTIFICATION OF CONTRACT AWARD UNLESS THERE IS AN ADMINISTRATIVE REVIEW REQUEST.

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

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

In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultants own risk and may result in rejection of the consultant's proposal.

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

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.

**1. TECHNICAL PROPOSAL SUBMISSION FORM**

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

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

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for \_\_\_\_\_  
\_\_\_\_\_ [*Title of consulting services*] in accordance with your Request  
for Proposal dated \_\_\_\_\_ [*Date*] and our Proposal. We are hereby submitting  
our Proposal, which includes this Technical Proposal, [and a Financial Proposal sealed under a  
separate envelope-*where applicable*].

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

We remain,

Yours sincerely,

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

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

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

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

**2. FIRM'S REFERENCES**

**Relevant Services Carried Out in the Last Five Years**

**That Best Illustrate Qualifications**

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

Assignment Name:	Country
Location within Country:	Professional Staff provided by Your Firm/Entity(profiles):
Name of Client:	Clients contact person for the assignment.
CHIEF OFFICER WATER SERVICES, GARISSA COUNTY SERVICES.	DIRECTOR, WATER SERVICES.
Address: P.O. BOX 563-07100	No of Staff-Months; Duration of Assignment: 1 (One) MONTHS.
Start Date (Month/Year):	Completion Date    Approx. Value of Services (Kshs)
(Month/Year):	
Name of Associated Consultants. If any:	No of Months of Professional Staff provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:	

Narrative Description of project:
Description of Actual Services Provided by Your Staff:

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

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

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

---

On the Terms of Reference:

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

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

1.

2.

3.

4.

5.

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

---

5. ***TEAM COMPOSITION AND TASK ASSIGNMENTS***

**1. Technical/Managerial Staff**

Name	Position	Task

**2. Support Staff**

Name	Position	Task

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

Proposed Position: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Firm: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

Detailed Tasks Assigned: \_\_\_\_\_

---

**Key Qualifications:**

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

---

**Education:**

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

---

**Employment Record:**

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

**Certification:**

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

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

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

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



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

**7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL**

Months (in the Form of a Bar Chart)

Name	Position	Reports Due/ Activities	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	
2. Draft Report	
3. 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**

### 1. Financial proposal submission Form

Summary of costs

Breakdown of price/per activity

Breakdown of remuneration per activity

Reimbursable per activity

Miscellaneous expenses

**1. FINANCIAL PROPOSAL SUBMISSION FORM**

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

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

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for (\_\_\_\_\_) *[Title of consulting services]* in accordance with your Request for Proposal dated (\_\_\_\_\_) *[Date]* and our Proposal. Our attached Financial Proposal is for the sum of (\_\_\_\_\_) *[Amount in words and figures]* inclusive of the taxes.

We remain,

Yours sincerely,

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

**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 Reimbursable Miscellaneous Expenses Subtotal	    <hr/>

**4. BREAKDOWN OF REMUNERATION PER ACTIVITY**

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

**5. REIMBURSABLES PER ACTIVITY**

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

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Air travel	Trip			
2	Road travel	Kms			
3.	Rail travel	Kms			
4.	Subsistence Allowance	Day			
	Grand Total				_____

**6. MISCELLANEOUS EXPENSES**

Activity No. \_\_\_\_\_ Activity Name: \_\_\_\_\_

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs____ _____ (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: computers etc.				
4.	Software				
	Grand Total				_____

## **SECTION V; TERMS OF REFERENCE (TOR)**

### **1. General**

Garissa County Government invites proposals to provide the following consultancy services to support its food security improvement programs through increased crop and livestock production.

### **2. Aims and Objectives**

The Assignment's objective is to carry out identification, demarcation, survey and mapping of about six large parcels/blocks of land proposed for irrigation.

The outputs will be used as baseline information for the planning, design and construction of irrigation facilities. The outputs will also serve as baseline data for Garissa County Government Spatial Database in Geographic Information System (GIS).

### **3. Scope of Study and Methodology**

The work shall entail obtaining data for mapping and carrying out field surveys to obtain base maps. Key duties will involve:

- a) To undertake desk review to establish situation analysis infrastructure in Garissa county
- b) To gather and document data relating to the following
  - i) Gps coordinates of water facilities in the county based on wards.
  - ii) Establish production levels for water supplies and borehole yields.
    - ii) Human and livestock populations served by the specific water source .
    - iii) No of schools health institutions served by the health facility.



#### **4. Deliverables**

The deliverables shall be made as follows:

**4.1 Inception report**, consisting of a detailed methodology of works and a plan of execution of assignment with respect to expected timelines

**4.2 Preliminary report** consisting of:

a. Literature document/ progress report

**4.3 Draft final report** consisting of:

a. Literature document/ progress report

#### **4.4 Final report**

a. **Literature report/** progress report

c. Final report

**4.4 Monthly progress report**, as the case may be where there has been no deliverable from inception of the project for a continuous period of two months, the bidder shall be expected to deliver a progress report indicating all activities undertaken during that period.

The purpose of this is to enable Garissa County Government monitor all works within the contract period relating to this assignment.

#### **5. Delivery Period and Liquidated damage**

The delivery period for the project quoted shall be Six (2) months from project commencement date to be indicated in the Contract Document to be executed between Garissa County Government and the successful Bidder for the project.



**ANNEX I**

**REPUBLIC OF KENYA**

**STANDARD FORM OF CONTRACT**

**FOR**

**CONSULTING SERVICES**

**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**

### **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:
    - Appendix A: Description of the Services,
    - Appendix B: Reporting Requirements,
    - Appendix C: Key Personnel and Sub consultants,
    - Appendix D: Breakdown of Contract Price in Local Currency and Copy of Original Financial Proposal,
    - Appendix E: Services and Facilities provided by the Client,
    - Appendix F: Letter of Notification of Contract Award and Letter of Acceptance of Contract Award,
    - Appendix G: Minutes of Pre-Contract Negotiations.
- 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.
- (c)

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

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

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

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

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

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

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

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

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

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

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

## **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 Sub-consultant as employees and assigned to the performance of the Services or any part thereof;
  - (k) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;

- (l) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and
- (m) “Sub consultant” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

#### 1.2 Law Governing the Contract

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

#### 1.3 Language

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

#### 1.4 Notices

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

#### 1.5 Location

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

### **1.6 Authorized 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.

### **1.7 Taxes and Duties**

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



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

### **2.1 Effectiveness of Contract**

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

### **2.2 Commencement of Services**

The Consultant shall begin carrying out the Services thirty (5) days after the date the Contract becomes effective or at such other date as may be specified in the SC.

### **2.3 Expiration of Contract**

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

### **2.4 Modification**

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

## **2.5 Force Majeure**

### **2.5.1 Definition**

*For the purposes of this Contract, “Force Majeure” means*

an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

### **2.5.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

### **2.5.3 Extension of Time**

*Any period within which a Party shall, pursuant to this*

Contract complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

### **2.5.4 Payments**

*During the period of his inability to perform the Services*

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

## **2.6 Termination**

### **2.6.1 By the Client**

*The Client may terminate this Contract by not less than*

thirty (30) days' written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in this Clause;

- (a) if the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultant becomes insolvent or bankrupt;
- (c) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Consultant, in the 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 anything of value to influence the action of a public official in the selection process or in Contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of Contract to the detriment of the Client, and includes collusive

practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

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

### ***2.6.3 Termination 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.

### ***2.6.4 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 Not to Benefit from Commissions Discounts, Etc.***

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

#### **3.2.2 *Consultant and Affiliates not to be otherwise Interested in Project***

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

### ***3.2.3 Prohibition of Conflicting Activities***

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

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

### ***3.3 Confidentiality***

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

### ***3.4 Insurance to be taken out by the Consultant***

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

### ***3.5 Consultant's Actions Requiring Client's Prior 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 Sub-consultants").

### ***3.6 Reporting Obligations***

*The Consultants shall submit to the Client the reports and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.*

### **3.7 Documents prepared by the Consultant to Be the Property 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.

## **4.0 CONSULTANT'S PERSONNEL**

### **4.1 Description of Personnel**

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

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

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a Replacement a person of equivalent or better qualifications.
- (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## **5.0 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.

### **Services and Facilities**

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

## **6.0 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, Sub consultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

- 6.2 Contract Price
- (a) The price payable in foreign currency is set forth in the SC.
  - (b) The price payable in local currency is set forth in the SC.

### **6.3 Payment for Additional Services**

For the purposes of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendix D.

### **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 .

## **7.0 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

Number of GC Clause	Amendments of and Supplements to Clauses in the General Conditions of Contract
1.1(i)	The Member in Charge is _____ <i>[name of Member]</i>
1.4	The addresses are: <b>Client: COUNTY GOVERNMENT OF GARISSA.</b> Attention: <b>CHIEF OFFICER WATER SERVICES</b> TEL 0726302294 FAX: E-MAIL: cadesnr@gmail.com
Q	<b>Consultant:</b> <b>Attention:</b>  Telephone: E-mail:
1.6	The Authorized Representatives are: For the Client: <b>CHIEF OFFICER WATER SERVICES</b> For the Consultant:
2.1	The date on which this Contract shall come into effect is: DATE THE CONTRACT IS SIGNED.
2.2	The date for the commencement of Services is: FOURTEEN (14) CALENDAR DAYS AFTER THE DATE THE CONTRACT IS SIGNED.
2.3	The period shall be: SIX (6) CALENDAR MONTHS. The Consultant will be required to pay liquidated damages at the rate of KSh. <b>200,000</b> per month of delay beyond the 6 <sup>th</sup> calendar month if an extended period shall not have been requested for by the Consultant and approved by the Client three (3) calendar months before expiry of the contract period.
3.4	The risks and coverage shall be: (i) Professional Liability: (ii) Loss of or damage to equipment and property:

**NB: Documentary evidence of the required insurance covers would be provided by the Consultant before contract signing.**

- 6.1 The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all costs during the whole contract period. There shall be no variation of prices/costs.
- 6.2(a) The amount in foreign currency or currencies is NIL
- 6.2(b) The amount in local Currency is \_\_\_\_\_ *[Insert amount]*
- 6.4 Payments shall be made according to the following schedule:

**Proposed Schedule of payments**

Payment Number	Activity	% of Total Fees
1	Submission and acceptance of Inception Report	30
2	Submission and acceptance of Draft report	30
3	Submission and acceptance of Final report	40
		100

#### **IV. APPENDICES**

##### **APPENDIX A – DESCRIPTION OF THE SERVICES**

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

*THE SERVICES TO BE PROVIDED ARE AS DESCRIBED IN TERMS OF REFERENCE (TOR) (SECTION V OF THE RFP DOCUMENT) AND AREAS OF STUDY AS OUTLINED.*

##### **APPENDIX B – REPORTING REQUIREMENTS**

*REPORTS SUBMITTED AT INDICATED TIMELINES – ToR.*

##### **APPENDIX C– KEY PERSONNEL AND SUBCONSULTANTS**

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

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

##### **APPENDIX D – BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY**

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

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

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

##### **APPENDIX E – SERVICES AND FACILITIES PROVIDED BY THE CLIENT**

*SERVICES AND FACILITIES ARE AS INDICATED IN DATA SHEET*

**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

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

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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.

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

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

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

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

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SIGNED FOR ACCOUNTING OFFICER