



EMBU WATER AND SANITATION COMPANY LIMITED

REQUEST FOR PROPOSALS

**CONSULTANCY FOR OCCUPATIONAL SAFETY AND HEALTH AUDIT AND
ENVIRONMENTAL AUDIT**

TENDER NO: EWASCO/CS/001/2020-2021

**DATE OF ISSUE: 4th May 2021
CLOSING DATE: 18th May 2021**

**MANAGING DIRECTOR
EMBU WATER AND SANITATION COMPANY LTD P.O.
BOX 2142 - 60100, EMBU – KENYA.**

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SECTION I - LETTER OF INVITATION

TO:
.....
.....

Date: 4th May 2021.

Dear Sir/Madam,

RE: CONSULTANCY FOR OCCUPATIONAL SAFETY AND HEALTH AUDIT AND ENVIRONMENTAL AUDIT

1.1 Embu Water and Sanitation Company LTD invites proposals for **Consultancy for Occupational Safety and Health Audit and Environmental Audit**

- 1.2 The request for proposals (RFP) includes the following documents:
- Section I - Letter of invitation
 - Section II - Information to consultants
Appendix to Consultants information
 - Section III - Terms of Reference
 - Section IV - Technical proposals
 - Section V - Financial proposal
 - Section VI - Standard Contract Form

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

Yours Faithfully

ENG. F.G. MUTUURA
MANAGING DIRECTOR

SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

- 2.1.1 The Client named the Appendix to “ITC” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 The Procuring entity will provide the inputs specified in the Appendix “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2.1.6 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.7 The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 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 addendum. Addendum 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 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 most of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions like 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 consider the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.
- 2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix "A" specifies otherwise.
- 2.4.3 Consultants shall express the price of their services in Kenya Shillings.

- 2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.
- 2.4.5 The Proposal must remain valid for 60 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

2.5 Submission, Receipt, and Opening of Proposals

- 2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initiated by the persons or person authorised to sign the proposals.
- 2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix “A”. Each Technical Proposal and Financial Proposal shall be marked “ORIGINAL” or “COPY” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 2.5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL,” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “FINANCIAL PROPOSAL” and warning: “DO NOT OPEN WITH THE TECHNICAL PROPOSAL”. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix “ITC” and be clearly marked, “DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.”
- 2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix “ITC”. Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.
- 2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

2.6 Proposal Evaluation General

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

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

2.7 Evaluation of Technical Proposal

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

No.	Description	Maximum Score
1.	Firm's Experience/Individual consultants Experience Over 5 years' experience in OSH and Environmental Audits	3 Mark for each year of experience (15 marks)
2.	At least 3 assignments of the same nature as this assignment done in the last 3 years	15 Marks for more than 3 assignments, 10 Marks for 2 assignments, 0 Marks for less than 2 assignments
3.	Preference will be given to a Consultant who has undertaken similar assignment for a Water Institution	Undertaken the assignment 5 marks if not 0 marks
4.	Qualification of Key Consultants Lead consultant with at least a Master's degree in Engineering, Occupational Health, Environmental Science of related field from a recognized university. Lead consultant has over 10 years' experience in carrying out OSH and Environmental Audits Lead consultant registered with NEMA and DOSH as a lead Expert	10 marks for masters (Maximum 10 marks) 1/2 Mark for each year of experience (Maximum 5 marks) 10 Mks for registration, 0 Mks for none.
5.	Financial Capability Provide audited accounts for the last 3 years (1 Marks for each year's financial statements) Bank Statements for the last 6 months (3 Mks)	1 Marks for each year's financial statements (Max 3 mks) 3 Mks for 6 months bank statements, 0 mks for less than 6 months (Maximum 6 Marks)
6.	Other requirements Availability of a Physical office with a boardroom that can accommodate at least four people at a go	2 Marks for office space and board room

7.	Availability of support staff and equipment	2 marks for availability of support staff and equipment
	Total Marks	70 marks

Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Appendix “ITC”.

2.8 Public Opening and Evaluation of Financial Proposal

- 2.8.1 After Technical Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.
- 2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants’ representatives who choose to attend. The name of the consultant, the technical. Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 2.8.3** The evaluation committee will determine whether the financial proposals are complete (i.e. Whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
- 2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.
- 2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix “ITC”, be as follows:-

$$Sf = 100 \times \frac{FM}{F}$$
where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the

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

- 2.8.6** The tender evaluation committee shall evaluate the tender within 30 days of from the date of opening the tender.
- 2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.8.8 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price
- 2.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.9 Negotiations

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

2.10 Award of Contract

- 2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.
- 2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix “A”.
- 2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.10.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.10.5 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.10.6 To qualify for contract awards, the tenderer shall have the following:
- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
 - (b) Legal capacity to enter into a contract for procurement
 - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
 - (d) Shall not be debarred from participating in public procurement.

2.11 Confidentiality

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

2.12 Corrupt or fraudulent practices

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

2.13 Appendix to Information to Consultants

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

2.14 Clause Reference

2.14.1 The name of the Client is: Embu Water and Sanitation Company LTD, P.O. Box 2142,60100, EMBU

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

2.14.3 Technical and Financial Proposals are requested: Yes

2.14.4 The name, objectives, and description of the assignment are: Consultancy for OSH and Environmental Audit

2.15. A pre-proposal conference will be held: No

2.16 Employers Obligation

2.16.1 Relevant information, documentation and reference in all aspect of the assignment

2.16.2 Suitable office accommodation with usual office facilities (desk and chair) and access to suitable meeting rooms for essential consultations when necessary

2.16.3 Logistics support

2.16.4 Timely feedback on reports to ensure completion of the Consultancy within the planned timeframe

2.16.5 Any other information required by the Consultant

2.17 Training is a specific component of this assignment: No.

2.18 Taxes:

Professional fees should be inclusive of all taxes. Reimbursable fees are direct costs hence not subject to VAT

2.19 Consultants must submit an original and One (1) additional copy of each proposal.

2.20 The proposal submission address is:

**Embu Water and Sanitation Company LTD
Mutero Road, Off Meru-Embu Highway
P.O. Box 2142, 60100
EMBU**

Information on the outer envelope should also include: The Tender Reference Number

2.20.1 Proposals must be submitted no later than the following date and time: **18th May 2021**

2.20.2 The address to send information to the Client is:

P.O. Box 2142, 60100, Embu

Email: info@embuwater.co.ke

2.20.3 The minimum technical score required to pass is 70 Points

2.20.4 Alternative formulae for determining the financial scores is the following: None

The weights given to the Technical and Financial Proposals are:

T=_____ 70%

F=_____ 30%

2.20.5 The assignment is expected to commence on: **TBA** at Embu Water and Sanitation Company Offices, Embu Town

SECTION III: - TECHNICAL PROPOSAL

3.1 Notes on the preparation of the Technical Proposals

- 3.1.1 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 consultant's own risk and may result in rejection of the consultant's proposal.
- 3.1.2 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.
- 3.1.3 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.

3.2 Technical Proposal Submission Form

Date: -----

To:

Managing Director
Embu Water and Sanitation Co. LTD
P.O. Box 2142, 60100
EMBU

Ladies/Gentlemen:

We, the undersigned, offer to provide the **Consulting services for OSH and Environmental Audit** in accordance with your Request for Proposal dated **4th May 2021** and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelope.

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

We remain,

Yours sincerely,

_____ [Authorized Signature]:

_____ [Name and Title of Signatory]

:

_____ [Name of Firm]

:

_____ [Address:]

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 – days; duration of the Assignment	
Name of Associated Consultants if any:	
No. of Months of Professional Staff provided by Associated Consultants:	
Start Date (Month/Year):	
Completion Date Approx. Value of Services (Kshs)	
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.....

Comments and Suggestions of Consultants

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.

Description of The Methodology and Work Plan for Performing The Assignment

Team Composition and Task Assignments

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff (If any)

Name	Position	Task

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: _____

Time Schedule For Professional Personnel

Days (in the Form of a Bar Chart)

Name	Position	Reports Due/ Activities	Days															Proposed Number of days
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	

Reports Due: _____

Activities Duration: _____

Signature: _____

(Authorized representative)

Full Name: _____

Title: _____

Address: _____

3.6 Activity (Work) Schedule

(a). Professional work

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

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

(b). Completion and Submission of Reports

Reports	Date
1. Inception Report	
2. Draft Report	
3. Final Report	

SECTION IV: - FINANCIAL PROPOSAL

4.1 Financial Proposal Submission Form

Date:

To: Managing Director
Embu Water and Sanitation Co. LTD
P.O. Box 2142, 60100
EMBU

Ladies/Gentlemen:

We, the undersigned, offer to provide the **Consulting services for OSH and Environmental Audit** in accordance with your Request for Proposal dated **4th May 2021** 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]

4.2 Summary of Costs

1. Professional Fees

No.	Name of proposed Consultant	Rate per Man Day	No of estimated Man days	Total Cost
1.				
2.				
3.				
	Add VAT			
	Sub Total 1			

2. Reimbursable costs

No.	Description	Rate	Total Cost
1.	Transport and Accommodation		
2.	Communication Costs		
3.	Preparation and presentation of Reports		
	Any other costs (Give Details)		
	Add VAT		
	Sub Total 2 (No. (Tax on Reimbursable fees)		

SECTION V: - TERMS OF REFERENCE

CONSULTANCY SERVICES FOR OSH AND ENVIRONMENTAL AUDIT

A. BACKGROUND

Embu Water and Sanitation Company Limited (EWASCO) is in provision of water and sanitation services within its mandated area in Embu County, serving three constituencies. It's located in Embu town with two satellite offices located at Kiritiri and Kanyuambora towns. It was incorporated in March 2003 in accordance with Water Act 2002 and the Company became fully operational in July 2005. Therefore, the Company's activities are based and directed to ensure that the objectives of the Water Act 2016 are achieved. Key objectives of the Water Act 2016 were to promote and ensure provision of adequate, efficient and effective, affordable and sustainable water services to all people, in a regulated regime which would allow exploitation of proven commercial practices.

EWASCO as a Water Service Provider (WSP) has a signed Service Provision Agreement (SPA) with Tana Water Services Board to provide the services in an area covering 1700 km² and with a population estimated to be 160,000 people. To achieve this, EWASCO has developed a Strategic Plan based on the following Vision, Mission and Core Values:

VISION

The vision of EWASCO is:

Safe water and sanitation services to the delight of our customers

MISSION

The mission of EWASCO is:

To provide quality, adequate, affordable and sustainable water and sanitation services in the Company's mandated area through application of environmentally friendly technologies

CORE VALUES

The core values of EWASCO are:

i). **Integrity**

We uphold the highest ethical standards, demonstrating honesty and fairness in all our operations.

We are committed to efficient use of resources and being accountable for our actions.

ii). **Team Work**

EWASCO staff will work as a committed team in realizing the Company goals.

iii). **Professionalism**

We will take a professional and objective approach in all operations. We will uphold competence, high standards, reliability and excellence in our work.

iv). **Safety and Environment consciousness**

We are committed to safe working environment and protection of the environment as we undertake our operations.

v). **Innovation**

EWASCO recognizes that innovation is key in improving service delivery. The Company is therefore committed to fostering creativity and innovation in the entire work force.

vi). **Customer focus**

We recognize that our customers are the reason why we exist. We endeavor to provide high quality services which meet customer needs and honor commitments that we have made to them.

Based on these tenets EWASCO has experienced an enviable growth. As a growing WSP, EWASCO intends to embrace the growth by ensuring it has the best to offer to the growing population of Embu County. It therefore seeks to engage a Consultant to assist in conducting customer satisfaction survey to understand the perception of EWASCO customers towards the services offered.

B. OBJECTIVES OF THE ASSIGNMENT

The objective of this assignment is to determine the Customer Satisfaction index for 2020-2021 financial year.

C. SCOPE OF THE SERVICES

(Ca) OSH AUDIT

The following is an outline of the Scope of Services that shall be delivered by the consultant:

- To carry out Health and Safety audits for Embu Water & Sanitation Company Ltd in compliance/accordance with Factories and other places of work (Safety and Health committee) rules 2004, legal notice No. 31, section 13 respectively and other legal provisions.
- To carry out Health and Safety audit for Embu Water & Sanitation Company Ltd in compliance/accordance with the Factories and other places of work act (Safety and Health Committee) rule 2004 of legal notice no. 31
- To review previous audits reports, assess compliance and give recommendations

- To identify new/emerging Health and Safety concerns including those not captured in the previous audits and give mitigation Measures.
- Determine level of Health and Safety awareness and give recommendations
- To carry out Risk assessment and Fire risk survey/audits for Embu Water & Sanitation Company Ltd in compliance/accordance with the Occupational Safety and Health Act (OSHA) 2007, and related rules and regulations.
- Compile draft Audit reports with recommendations and submit to the client for review
- Incorporate clients' comments and prepare final audit reports and submit to DOSH and provide evidence that the reports have been submitted as required.

(Cb) ENVIRONMENTAL AUDIT

- Study and indicate all relevant laws and regulatory frameworks on health and safety, and on acceptable / appropriate National and International Standards for the company operations.
- Verify the level of compliance by the company with the above.
- Evaluate the proponent's knowledge and awareness of and responsibility for the application of the relevant legislation.
- Review existing project documentation related to infrastructural facilities and designs with respect to health and safety aspects.
- Examine existing monitoring programmes, parameters and procedures in place for control and corrective actions in case of emergencies.
- Examine records of incidents and accidents and likely hood of future occurrence of the incidents and accidents.
- Inspect all installations including buildings, premises and yards within the project area (to a defined boundary), as well as where goods are stored and disposed of and give a record of all significant health and safety risks associated with such activities.
- Examine and seek views on health and safety issues from the project employees, the local and other potentially affected communities.
- Prepare a list of health and safety concerns of past and on-going activities.
- Develop an Environmental Management Plan (EMP) to bring operations up to an acceptable level, and how health and safety risks/Impacts will be controlled. This management plan shall contain detailed recommendations for corrective activities, their cost, timetable and mechanism for implementation. Recommendations for prioritization and phasing in measures over a reasonable period of time will be made, including self-auditing measures to be applied by the proponent.

D. EVALUATION CRITERIA

D1 Mandatory Requirements

	STATUTORY/MANDATORY REQUIREMENTS
A1	Duly Completed, signed and stamped Form of Tender
A2	Certificate of Incorporation/Business Registration
A3	Personal Identification Number (PIN) certificate (Attach copy)
A4	Valid Tax Compliance Certificate (Attach copy) (EWASCO reserves the right to confirm authenticity of the TCC using the online TCCchecker)
A5	Current Business Permit/License (Attach copy for YR 2020)
A6	Physical location of business premises (Attach Lease Agreement and business permitshowing business location)

D2 Technical Evaluation

No.	Description	Maximum Score
8.	Firm's Experience/Individual consultants Experience Over 5 years' experience in OSH and Environmental Audits	3 Mark for each year of experience (15 marks)
9.	At least 3 assignments of the same nature as this assignment done in the last 3 years	15 Marks for more than 3 assignments, 10 Marks for 2 assignments, 0 Marks for less than 2 assignments
10.	Preference will be given to a Consultant who has undertaken similar assignment for a Water Institution	Undertaken the assignment 5 marks if not 0marks
11.	Qualification of Key Consultants Lead consultant with at least a Master's degree in Engineering, Occupational Health, Environmental Science of related field from a recognized university. Lead consultant has over 10 years' experience in carrying out OSH and Environmental Audits Lead consultant registered with NEMA and DOSH as a lead Expert	10 marks for masters (Maximum 10marks) 1/2 Mark for each year of experience (Maximum 5 marks) 10 Mks for registration, 0 Mks for none.

12.	Financial Capability Provide audited accounts for the last 3 years (1 Marks for each year's financial statements) Bank Statements for the last 6 months (3 Mks)	1 Marks for each year's financial statements (Max 3mks) 3 Mks for 6 months bank statements, 0 mks for less than 6 months (Maximum 6 Marks)
13.	Other requirements Availability of a Physical office with a boardroom that can accommodate at least four people at a go	2 Marks for office space and board room
14.	Availability of support staff and equipment	2 marks for availability of support staff and equipment
	Total Marks	70 marks

Only proposals that score 70% will be considered for financial evaluation. All other envelopes will be returned unopened.

D3 Financial Evaluation

1. The financial proposals will be subjected to a conformity check. This will include: -
 - Confirming if the staff in the Financial proposal are the same indicated in the Technical proposal
 - Confirming the validity period of the financial proposals (as indicated in the covering letter)
 - Confirming that the authorized signatory who signed the technical proposal is the same one who signed the financial proposal
2. Arithmetical Check
3. Determination of Financial Score using the formulae $SF = 100 \times (F_m/F)$ where SF – Financial Score, F_m – Lowest cost and F is the proposal under consideration

D4 – Combined Score – This will be determined by adding the technical score (out of 70%) and the Financial score (out of 30%)

E. FINANCIAL PROPOSAL FORMAT

E1. Professional Fees

No	Name of proposed Consultant	Rate per Man Day	No of estimated Man days	Total Cost

	Add VAT	
	SUB TOTAL 1	

E2. Reimbursable costs

No	Description	Rate	Total Cost
1	Transport and Accommodation		
2	Newspaper Adverts (Inclusive of all taxes)		
3	Communication Costs		
4	Preparation and presentation of Reports		
SUB TOTAL 2 (NO TAX ON REIMBURSABLE FEES)			

F. REPORTS

The consultant shall state the kind of reports that will be produced as part of the consultancy project but at minimum shall include: -

- Inception Report,
- Detailed Report containing survey conclusions and Customer satisfaction index.
- The final report containing the recommendations to improve the satisfaction of EWASCO customers (Customer Satisfaction Survey recommendations)

G. DATA SERVICES, PERSONNEL AND FACILITIES TO BE PROVIDED BY THE CLIENT

The consultant shall state in the RFP submission document the data services, personnel and facilities to be provided by EWASCO necessary to successful carry out the consultancy services as below: -

- To develop tools for use in the process of conducting the customer service survey. The developed tool will be shared and validated by the client to ensure it captures the required issues
- To consult with various stakeholders in order to gather the necessary input during the survey period
- To develop an implementation plan for the survey
- To prepare a draft customer satisfaction survey and present it to the Board for input, comments and validation.
- To prepare a final survey report and present it to the EWASCO and other stakeholders
- To deliver to the client the printed final copy of the customer satisfaction report and also in soft copy

H. EXPECTED DELIVERABLES

1. A draft OSH and EA report with recommendations.
2. A final report submitted to NEMA and DOSH with a copy to EWASCO. with an implementation plan.

I. SUBMISSION OF BIDS

Bid documents in sealed envelopes to be deposited in the Tender Box located at **Embu Water and Sanitation Head office** on or before **18th May 2021 at 12.00 noon**. Late bids will be returned unopened.

SECTION VI: STANDARD FORMS OF CONTRACT

ANNEX 1 GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

- 1.1 Definitions Unless the context otherwise requires, the following terms whenever used in this Contract shall have the following meanings:
- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;
 - (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;
 - (c) “Contract Price” means the price to be paid for the performance of the Services in accordance with Clause 6 here below;
 - (d) “Foreign Currency” means any currency other than the Kenya Shilling;
 - (e) “GC” means these General Conditions of Contract;
 - (f) “Government” means the Government of the Republic of Kenya;
 - (g) “Local Currency” means the Kenya Shilling;
 - (h) “Member”, in case the Consultant consists of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract;
 - (i) “Party” means the Client or the Consultant, as the case may be and “Parties” means both of them;
 - (j) “Personnel” means persons hired by the Consultant or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof;
 - (k) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;
 - (l) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and

- (m) “Sub consultant” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

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

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

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

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

1.6 Authorized 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 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.
- 2.5.3 Extension Of Time Any period within which a Party shall, pursuant to this Contract complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 2.5.4 Payments During the period of his inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period.
- 2.6 Termination
- 2.6.1 By the Client The Client may terminate this Contract by not less than thirty (30) days’ written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in this Clause;
- (a) if the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
 - (b) if the Consultant becomes insolvent or bankrupt;
 - (c) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
 - (d) if the Consultant, in the judgement of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;

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

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

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

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

- (a) if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within sixty (60) days after receiving written notice from the Consultant that such payment is overdue; or

(b) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

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

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

3. OBLIGATIONS OF THE CONSULTANT

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

3.2 Conflict of Interests

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

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 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. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions he provides the Consultant such assistance The Client shall use his best efforts to ensure that Exemptions 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

Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

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

(b) The price payable in local currency is set forth in the SC.

6.3 Payment for Additional Services For the purposes of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.4 Terms and Conditions of Payment Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of a bank guarantee for the same amount and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met and the Consultant has submitted an invoice to the Client specifying the amount due.

6.5 Interest on Delayed Payment Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4. If the Client has delayed payments beyond

thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending .

7. SETTLEMENT OF DISPUTES

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

ANNEX 2 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
Managing Director, Embu Water and Sanitation Company LTD

1.4 The addresses are:

Client: Managing Director
Embu Water and Sanitation Company LTD
Email: info@embuwater.co.ke
Tel: 068-2231156

Consultant: _____
Attention: _____
Telephone: _____
Email: _____

1.6 The Authorized Representatives are:

For the Client: Eng. Felix G. Mutuura, Managing Director

For the Consultant: _____

2.1 The date on which this Contract shall come into effect
Is the date when both parties sign the contract.

2.2 The date for the commencement of Services is TBA.

2.3 The period shall be five (5) days

3.4 The risks and coverage shall be:

(i) Professional Liability

(ii) Loss of or damage to equipment and property

6.4 Payments shall be made according to the following schedule:

Twenty (20) percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same.

Fifty (50) percent of the Contract price shall be paid upon submission of the shortlist report.

Thirty (30) percent of the contract price shall be paid upon completion of the recruitment exercise and submission of the final report.

ANNEX III

SAMPLE CONTRACT FOR CONSULTING SERVICES

CONTRACT FOR CONSULTING SERVICES

This Agreement, [hereinafter called “the Contract”) is entered into this _____[Insert starting date of assignment], by and between Embu Water and Sanitation Company LTD whose registered office is situated Mutero Road, off Embu-Meru Highway, P.O. Box 2142, 60100, EMBU (hereinafter called “the Client”) of the one part AND

_____ [Insert Consultant’s name] of [or whose registered office is situated at] _____ [insert Consultant’s address](hereinafter called “the Consultant”) of the other part.

WHEREAS the Client wishes to have the Consultant perform the services [hereinafter referred to as “the Services”, and

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services (i) The Consultant shall perform the Services specified in Appendix A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract.
(ii) The Consultant shall provide the personnel listed in Appendix B, “Consultant’s Personnel,” to perform the Services.
(iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, “Consultant’s Reporting Obligations.”
2. Term The Consultant shall perform the Services during the period commencing on _____ [Insert starting date] and continuing through to _____ [Insert completion date], or any other period(s) as may be subsequently agreed by the parties in writing.
3. Payment A. Ceiling
For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to exceed _____ [Insert amount]. This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits as well as any tax obligation that may be imposed on the Consultant.
B. Schedule of Payments
The schedule of payments is specified below (Modify in order to reflect the output required as described in Appendix C.)

Kshs _____ upon the Client’s receipt of a copy of this Contract signed by the Consultant;

Kshs _____ upon the Client’s receipt of the draft report, acceptable to the Client; and

Kshs _____ upon the Client’s receipt of the final report, acceptable to the Client.

Kshs _____ Total

C. Payment Conditions

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty [30] days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 here below. If the Client has delayed payments beyond thirty (30) days after the 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.

4. Project A. Coordinator. Administration

The Client designates _____ [insert name] as Client’s Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for payment.

B. Reports.

The reports listed in Appendix C, “Consultant’s Reporting Obligations,” shall be submitted in the course of the

assignment and will constitute the basis for the payments to be made under paragraph 3.

5. Performance Standards

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Confidentiality

The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client’s business or operations without the prior written consent of the Client.

7. Ownership of Material

Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may

retain a copy of such documents and software.

- 8. Consultant Not to be Engaged in certain Activities
The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

- 9. Insurance
The Consultant will be responsible for taking out any appropriate insurance coverage.

- 10. Assignment
The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.

- 11. Law Governing Contract and Language
The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English Language.

- 12. Dispute Resolution
Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

FOR THE CLIENT

FOR THE CONSULTANT

Full name; _____ **Full name;** _____

Title: _____ **Title:** _____

Signature; _____ **Signature;** _____

Date; _____ **Date;** _____

SAMPLE LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (Procuring Entity)

Request for review of the decision of the..... (Name of the Procuring Entity) of
.....dated

the...day of20.....in the matter of Tender No.....of20...

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 AdministrativeReview Board on day of
.....20.....

SIGNED

Board Secretary