



EMBU WATER AND SANITATION COMPANY LIMITED

REQUEST FOR PROPOSALS CONSULTANCY

JOB EVALUATION

TENDER NO: EWASCO/CS/005/2020-2021

DATE OF ISSUE: 9th August 2021
CLOSING DATE: 23rd August 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: 9th August 2021.

Dear Sir/Madam,

RE: CONSULTANCY FOR JOB EVALUATION

1.1 Embu Water and Sanitation Company LTD invites proposals for **Consultancy for job evaluation**

- 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.

Stage 1 - Mandatory Criteria

No.	Description	Yes/No
M1	Certificate of Incorporation/ Copy of Identification Card for individual consultants	
M2	PIN Certificate	
M3	Valid Tax Compliance Certificate	
M4	Certificates of Key personnel proposed for the assignment duly certified as True copies of Original by an advocate, Commissioner of Oaths or Notary Publics	
M5	Technical and financial proposals sealed in separate envelopes	
M6	Technical proposal serialized from the first page to the last page and properly bound	

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:

Stage 2 – Technical Evaluation

No.	Description	Yes/No	Reference page where Evidence is provided
1.	Firm’s Experience/Individual consultants Over 5 years’ experience in Job evaluation, Analysis and Grading, and Compensation Analysis		
2.	At least 3 assignments of the same nature as this assignment done in the last 3 years (Provide evidence)		
3.	Qualification of Key Consultants (i) Lead consultant with at least a Master’s degree in Human Resources Management from a recognized university. (ii) Lead consultant has over 7 years’ experience in Job evaluation, Analysis and Grading, and Compensation Analysis		



	(iii) Registered with the Institute of Human Resources Management with a current practicing license		
4.	Financial Capability (i) Provide audited accounts for the last 3 years (2020,2019,2018)		
5.	Other requirements Availability of a Physical office (provide evidence – either lease agreement of title deed incase office owned by the firm)		
6.	Availability of 2 associate consultants, support staff and equipment		
	Recommendation	Yes/No	

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 Evaluation of Financial Proposals**
Firms that will pass the technical evaluation will qualify for the financial evaluation stage. Any firm that does not pass technical stage will not be considered for financial evaluation and will have financial bids

returned un-opened.

Procedure:

1. The financial proposals for the consultants who pass the technical evaluation will be opened in the presence of consultants who chose to attend.
2. The financial proposals will be subjected to a conformity check. This will include: -
 - (a) Confirming if the staff in the financial proposal are the same indicated in the technical proposal
 - (b) Confirming the validity period of the financial proposals (as indicated in the covering letter)
 - (c) Confirming that the authorized signatory who signed the technical proposal is the same one who signed the financial proposal
3. Arithmetical Check
4. Ranking of financial proposals in ascending order.
5. The lowest ranked proposal will be recommended for award subject to a positive due diligence report.

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 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 Job Evaluation in accordance with your Request for Proposal dated 9th **August 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 (in the Form of a Bar Chart)															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 Job Evaluation** in accordance with your Request for Proposal dated **9th August 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)		

TERMS OF REFERENCE

CONSULTANCY SERVICES OF JOB EVALUATION

1.0 Introduction

Embu Water and Sanitation Company (EWASCO) was incorporated as a private company limited wholly owned by the Embu County Government, with a mandate of providing water and sanitation services within Embu County serving four constituencies namely Manyatta, Runyenjes, Mbeere South and Mbeere North. EWASCO's area of jurisdiction covers about 1,700 km² with an estimated population of 302,275 people in 2020 as per projections based on 2019 population census.

2.0 The Company structure and stakeholders

The company is comprised of five department namely, Technical Department, Commercial and financial Department, Internal Audit Department and Corporate services department. The total number of employees within the organization are 132. The current organizational structure of the company is broadly categorized into two tiers which comprises Governance and the Management.

2.1 Vision

Safe, sustainable water and effective sanitation services to our customers

2.2 Mission

To provide quality, reliable, and affordable water and sanitation services through environmentally friendly technologies

2.3 Core values

The company is guided by the following core values which should be upheld in all activities undertaken;

- (i) Customer focus

Our customers are the reason for existence and success. We shall always pursue the highest standards in all that we do in order to provide quality services that exceeds customer expectations

- (ii) Integrity

We uphold honesty, fairness, transparency and shall be accountable for our decisions and actions

- (iii) Innovativeness

We are a learning organization that embraces creativity and innovativeness for the best outcomes

- (iv) Teamwork

We work as a team and collaborate with all stakeholders in the realization of our mandate

- (v) Environmental Stewardship



We care for the environment and shall pursue conservation and sustainable practices

3.0 Objective of the consultancy

The overall objective of this consultancy is to carry out job analysis and evaluation in order to strengthen the human resource management capability and is intended to mitigate against institutional challenges of inequitable workloads, inequitable salary structures, gaps in staff benefits and allowances, inequitable salary increments and poor staff mobility and should aim at longer staff retention and increased motivation and productivity. It will also provide an opportunity for an objective assessment of the optimum organizational arrangements to meet public expectations and implement immense statutory and constitutional mandates.

3.1 The Specific Objectives of the Assignment are:

- (i) To develop a logical and consistent Job Evaluation framework upon which EWASCO can base future job grading decisions and prepare Appointment and Career Progression Guidelines
- (ii) Review the work load analysis report and undertake an alignment exercise, adjusting the job levels of current staff to address inequities and growth so as to promote transparency around pay decisions.
- (iii) Design an organizational structure that is supportive of the new strategic objectives and strategic orientation set out in the Plan.
- (iv) Carry out a salary survey to compare EWASCO salary levels with similar organizations in the water sector and recommend appropriate salary and wages, given that the company is expected to meet all its recurrent expenditure from its own revenue and that it must be self-sustaining.

4.0 Scope of the Services

The scope of work to be covered will be but not limited to the following: -

- (i) Conduct literature review of documentation that would enable to gain complete understanding of the objectives of the assignment, including benchmarking with other similar institutions
- (ii) Design discrete job roles and carry out job analysis and evaluation within the recommended rationalized structure and develop an appropriate organization and grading structure for EWASCO bearing in mind its field operations
- (iii) Evaluate all jobs by determining the weight of each role in relation to all others in EWASCO revised structure to establish a defensible grading structure
- (iv) Develop detailed job descriptions for each position within the recommended structure
- (v) Develop detailed career progression guidelines for each cadre to support the talent management strategy
- (vi) Review the workload analysis report, propose defensible staffing norms and recommend optimum staffing levels for each department
- (vii) Review the competency framework to ensure the clear and precise spelling of the competencies required to deliver against the responsibilities captured in the job descriptions



- (viii) Undertake a competency Assessment to define the competency gaps that the business will plan for.
- (ix) Carry out staff remuneration survey and benchmarking, recommend appropriate remuneration scheme and develop appropriate salary scale/curve
- (x) Develop implementation matrix including clear guidelines on how to manage the recommended changes if any and harmonize internal salary inequities.
- (xi) Make presentations of the recommendations to staff, management and the Board

5.0 Key deliverables

Subject to approval by the client, the consultant shall deliver the following:

- (i) Rationalized and seamless organization structure and nomenclature for departmental / sections, cadres and designations
- (ii) Realigned job descriptions and specifications (defining key result areas, indicators & standards of performance) for desirable aptitudes for the different roles
- (iii) Job analysis report, defensible staffing norms and optimum staff establishment
- (iv) Career paths/progression guidelines showing clearly the growth path for all cadres
- (v) Revised employee remuneration structure to balance ability to pay and fair compensation in line with Government regulations
- (vi) Competency framework capturing all functions on the structure
- (vii) Schedule of benchmark jobs, benchmarking report on comparator organizations and best practices and schedule of proposed salary scale.
- (viii) Scheme for service and skills competency matrix
- (ix) Implementation matrix with clear guidelines on how to manage the changes recommended.

6.0 Methodology and work plan

The consultant will be required to indicate the methodology to be applied in implementing the assignment with a clear indication and justification for the techniques to be used in carrying out the assignment.

7.0 Training

The consultant will be required to train counterpart staff on how to effectively participate in the exercise.

8.0 Competence and expertise requirement

- (i) Lead Consultant

The eligible Lead consultant should possess at minimum a Masters' degree in Human Resource Management with over 7 years' experience in Job Analysis and Grading, and Compensation Analysis; Knowledge in Public Sector Management and Proven record of having undertaken at least five (5) similar assignments in the last five (5) years. He/She should be registered with the Institute of Human Resources Management with a current practicing licence.

- (ii) Associate Consultants (2 No.)

The associate consultants should have a minimum of a Bachelor’s degree in Human Resource Management or a Social Science degree with a post graduate Diploma in Human Resource management; Minimum of five years’ experience in Job Analysis and Grading, Compensation Analysis; and Salary Structure and Proven record of having undertaken at least three (3) similar assignments in the last three (3) years.

9.0 Responsibilities of the Consultancy Firm

- (i) The consultancy firm must provide its own work equipment, supplies and support staff to carry out the assignment and provide the services required.
- (ii) To ensure that the services rendered clearly demonstrate high level of professionalism that meets the client’s expectations.
- (iii) To liaise with the client on a regular basis in order to report progress
- (iv) To formally communicate to the any issues and/ or concerns that impact on the success of this assignment
- (v) To produce and present final report and other outputs acceptable to the client

10.0 Responsibilities of the Client

- (i) To provide relevant information, materials, documents based on the institutional memory of the client and focus in line with the Strategic Plan
- (ii) To nominate Liaison Officer who will maintain regular contact with consultants on matters regarding to this consultancy
 - To nominate counterpart staff and facilitation for this exercise
 - To organize and facilitate meetings for this assignment as may be required
- (iii) To Provide appropriate administrative support to the consultancy team

11.0 Period of Assignment

The assignment shall be done within an overall period of 60 days spread in eight weeks

12.0 Reports and time schedule

	Task	Time frame	Responsibility
1.	Inception meeting	Week 1	Client / Consultant
2.	Inception report	Week 2	Consultant



3	Counterpart staff reporting	Week 3	Client / Consultant
4	Interim progress report: a) First status report b) Second status report	Week 5 Week 6	Consultant
5	Draft report	Week 7	Consultant
6	Presentation to the board	To be advised by the client	Consultant
7	Final report	Week 8 (subject to 6 above)	Client / Consultant

13.0 Confidentiality

The consultant shall not, during the time of this contract and within two years after its expiration, disclose any proprietary or confidential information relating to the services of this contract or the client's business operations without the prior written consent of the client.

17.0 Evaluation Criteria

D2 Stage 1 - Mandatory Criteria

No.	Description	Yes/No
M1	Certificate of Incorporation/ Copy of Identification Card for individual consultants	
M2	PIN Certificate	
M3	Valid Tax Compliance Certificate	
M4	Certificates of Key personnel proposed for the assignment duly certified as True copies of Original by an advocate, Commissioner of Oaths or Notary Publics	
M5	Technical and financial proposals sealed in separate envelopes	
M6	Technical proposal serialized from the first page to the last page and properly bound	

2.15 Evaluation of Technical Proposal

2.15.1 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	Yes/No	Reference page where Evidence
-----	-------------	--------	-------------------------------

			is provided
7.	Firm's Experience/Individual consultants Over 5 years' experience in Job evaluation, Analysis and Grading, and Compensation Analysis		
8.	At least 3 assignments of the same nature as this assignment done in the last 3 years (Provide evidence)		
9.	Qualification of Key Consultants (iv) Lead consultant with at least a Master's degree in Human Resources Management from a recognized university. (v) Lead consultant has over 7 years' experience in Job evaluation, Analysis and Grading, and Compensation Analysis (vi) Registered with the Institute of Human Resources Management with a current practicing license		
10.	Financial Capability (ii) Provide audited accounts for the last 3 years (2020,2019,2018)		
11.	Other requirements Availability of a Physical office (provide evidence – either lease agreement of title deed incase office owned by the firm)		
12.	Availability of 2 associate consultants, support staff and equipment		
	Recommendation	Yes/No	

Stage 3 – Financial Evaluation

Firms that will pass the technical evaluation will qualify for the financial evaluation stage. Any firm that does not pass technical stage will not be considered for financial evaluation and will have financial bids returned un-opened.

Procedure:

6. The financial proposals for the consultants who pass the technical evaluation will be opened in the presence of consultants who chose to attend.
7. The financial proposals will be subjected to a conformity check. This will include: -
 - (d) Confirming if the staff in the financial proposal are the same indicated in the technical proposal
 - (e) Confirming the validity period of the financial proposals (as indicated in the covering letter)

(f) Confirming that the authorized signatory who signed the technical proposal is the same one who signed the financial proposal

8. Arithmetical Check
9. Ranking of financial proposals in ascending order.
10. The lowest ranked proposal will be recommended for award subject to a positive due diligence report.

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 The Consultant may terminate this Contract by not less Consultant 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 upon 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 and 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 project resulting from or closely related to the Services).
- 3.2.3 Prohibition Neither the Consultant nor his subconsultant[s]

of
Conflicting
Activities

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 The Consultant shall obtain the Client's prior

Actions Requiring approval in writing before taking any of the
Client's Prior following actions;
Approval

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

3.7 Documents All plans, drawings, specifications, designs, reports and
prepared by other documents and software submitted by the Consult-
the Consult ant in accordance with Clause 3.6 shall become and
ant to Be remain the property of the Client and the Consultant

the Property
of the Client

shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client together with a detailed inventory thereof.

The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

4. CONSULTANT'S PERSONNEL

4.1 Description The titles, agreed job descriptions, minimum qualifications of Personnel 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

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

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

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

5. OBLIGATIONS OF THE CLIENT

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

5.2 Change in the Applicable Law If after the date of this Contract, there is any change in the Laws of Kenya with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Consultant, then the remuneration and reimbursable

expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties and corresponding adjustments shall be made to the amounts referred to in Clause 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities
Facilities listed under Appendix F.

The Client shall make available to the Consultant the Services and

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 Administrative Review Board on day of
.....20.....

SIGNED

Board Secretary

