



NYERI WATER AND SANITATION COMPANY (NYEWASCO)

Consultancy Services for Preparing Complete Project Documents for Block C Offices (Extension of Block B Offices)

Including

Detailed Geotechnical, Architectural and Structural Designs and Tender Documents

REQUEST FOR PROPOSAL (RFP)

RFP No. NWSC/RFP/21/2020/2021

APRIL 2021

**MANAGING DIRECTOR
NYERI WATER AND SANITATION COMPANY
OFF KENYATTA ROAD, BEHIND NYERI COUNTY FIRE OFFICES
P.O BOX 1520 – 10100
NYERI**

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SECTION A:

LETTER OF INVITATION

CONSULTANCY SERVICES FOR PREPARING COMPLETE PROJECT DOCUMENTS FOR BLOCK B OFFICES (EXTENSION OF BLOCK B OFFICES)

TENDER NOTICE

Nyeri Water and sanitation Company (NYEWASCO) is a limited liability company by shares owned by the County Government of Nyeri. The Company was incorporated as a private company on 23rd September 1997 under the Kenyan companies' act, CAP 486 and became operational in July 1998. The company's broad mandate is to provide water and sanitation services to the residents of Nyeri Sub-county and its environs.

The company through its internal financing is planning to extend Block B offices and intends to apply part of the proceeds towards payment for consultancy services for preparation of complete project documents.

The proposed 4 – storeyed ultra- modern office block with a basement floor has total grade floor plinth area of 191 SM and complete with all electro- mechanical fittings and fixtures. The extended floor area shall be designed to accommodate the following facilities;

- i. Extended basement floor will be designed as an arena for indoor games
- ii. Grade floor will be designed as extended conference hall
- iii. 1st floor will be designed to accommodate MD's office and executive boardroom
- iv. 2nd floor as offices
- v. 3rd floor as offices

NYEWASCO invites sealed bids from eligible Consultancy Architectural and Engineering firms registered with either Board of Registration of Architects and Quantity Surveyors (BORAQS) Kenya or Engineers Board of Kenya (EBK) and holding current and valid practicing licenses to submit technical and financial proposals for the above Consultancy Services. Kindly submit the Technical Proposal and Financial proposal in two separate envelopes clearly marked and then put in one BIG envelope.

The following are mandatory requirements that must be submitted together with the proposal;

- ✓ Certified copy of certificate of Incorporation

- ✓ Curriculum vitae (CVs) of the proposed key staff duly signed by the proposed individuals
- ✓ Certified copy of valid Tax Compliance Certificate
- ✓ Certified copies of certificates and testimonials of the proposed key staff
- ✓ Letters of availability for the assignment signed by the proposed key staff.
- ✓ Certified copy of Proof of Registration with Board of Registration of Architects and Quantity Surveyors (BORAQS) Kenya or Engineers Board of Kenya (EBK) as Engineering Consulting Firm or equivalent professional regulatory body
- ✓ Current and valid practicing licenses
- ✓ Firm's Current work load
- ✓ Litigation history (sworn affidavit)
- ✓ Client references on previous experience
- ✓ Duly filled Confidential Business Questionnaire

Additional Instructions to Consultants

- A person proposed as Key personnel by more than one bidder for the same bid shall cause the disqualification of the bidders
- All interested firms must communicate in writing or email to the address below, within seven (7) days from the date of this Request for Proposal, that they will be submitting proposals and provide details of other firms they will be associating with.
- Ensure serialization/pagination of your document as part of the mandatory requirements
- All interested bidders may contact the
MANAGING DIRECTOR
NYERI WATER AND SANITATION COMPANY, info@nyewasco.co.ke for any clarification on this Request for Proposal.
- A Pre- Proposal site meeting shall be arranged as from 19th – 23rd April, 2021 in groups of 3(three) tenderers with prior arrangements. Requests should be emailed via info@nyewasco.co.ke

Interested and Shortlisted Consultants may obtain further information and Request for Proposal documents from the address indicated below free of charge during office hours (weekdays from 08.00AM to 17.00PM, excluding public holidays).

The proposal shall be enclosed in a plain sealed envelope marked with the Request for Proposal name and reference number. Bids must be delivered to the following

address; NYEWASCO Offices Off Kenyatta Road, behind Nyeri County Fire offices and deposited at the Company's Tender Box located at the reception on or before **28th April 2021 at 11.00 AM**. Electronic Bidding will not be permitted. Late Bids will be rejected.

Proposals will be publicly opened in the presence of the Consultants designated representatives and anyone who chooses to attend at the address below on **28th April 2021 at 11.00 AM** at the Company's Conference Hall.

The address (es) referred to above is (are):

NYEWASCO Offices
Managing Director
P.O. Box 1520-10100,
Nyeri, Kenya
Off Kenyatta Road, behind Nyeri County Fire offices.
Tel: 0722 461 359/0734 732 481
Email: info@nyewasco.co.ke
Website: www.nyewasco.co.ke

SECTION B: - INFORMATION TO CONSULTANTS

1. Introduction:

1.1 Nyeri Water and Sanitation Company (NYEWASCO) will select a firm among the bidders, in accordance with the method of selection detailed under this section.

1.2 The Consultants are required to submit both a Technical Proposal and a Financial Proposal, as specified in Annex "A" for consulting services required for the assignment named in the said Annex. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.

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. Consultants should contact the officials named in Annex "A" to arrange for any visit or to obtain additional information. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.4 The Client will provide the inputs specified in Annex "A", assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.

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 direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.

2. Clarification and Amendment of RFP Documents

2.1 Consultants may request a clarification of any of the RFP documents and 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 Annex "A". 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 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 the bidding firm, amend the RFP. Any amendment shall be issued in writing through Tender Notice. Tender Notice 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.

3. Preparation of Technical Proposal

3.1 The Consultant's proposal shall be written in English language.

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.

3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual Consultant(s) and/or other firms or entities in a joint venture or sub consultancy as appropriate.
- (ii) For assignments on a staff-time basis, the estimated number of professional staff-months is given in Annex "B". Any costs associated with any other staff required on the project shall be factored in the staff itemized under Annex B.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must as a minimum, have the experience indicated in Annex "A", preferably working under conditions similar to those prevailing in Kenya.
- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

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 Annex "A" specifies training as a major component of the assignment.
- (viii) Any additional information requested in Annex "A".

3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

3.6 In preparing the Financial Proposal, the Consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including; (a) remuneration for the key staff, and; (b) reimbursable expenses such as subsistence, Local transportation for mobilization and demobilization) and insurance, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.

3.7 The Financial Proposal should be net inclusive of all applicable taxes.

3.8 Consultants shall express the price of their services in Kenya Shillings.

3.9 The Proposal must remain valid for 120 days after the submission date. The Consultant shall include in his submissions a declaration confirming the 120 days' validity period. 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 who do not agree have the right not to extend the validity of their proposals.

4. Submission Receipt and Opening of Proposals

4.1 The original proposal (Technical Proposal and Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.

4.2 For each proposal, the Consultants shall prepare the number of copies indicated in Annex "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.

4.3 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 Annex "A" and be clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.**"

4.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in Annex "A". Any proposal received after the closing time for submission of proposals shall be returned to the respective Consultant unopened.

4.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department until all submitted proposals are opened publicly.

5. Proposal Evaluation General

5.1 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 Annex "A". 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.

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

Evaluation of Technical Proposals

5.3 The Evaluation Committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows: -

	Points
(i) Organisation Experience, Methodology and Work plan	40
(ii) Description and Qualifications of the key staff for the assignment	<u>60</u>
Total Points	100

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 Annex "A".

Evaluation of Financial Proposals

5.4 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.

5.5 While comparing proposal prices between local and foreign firms participating (where applicable) in a selection process in financial evaluation of Proposals, there will be no preferential bias for firms incorporated in Kenya.

5.6 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in Annex "A", be as follows: -

$$Sf = 100 \times FM/F$$

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 = D) 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.

6. Negotiations

6.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in Annex “A”. The aim is to reach agreement on all points and sign a contract.

6.2 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.

6.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).

6.4 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.

6.5 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.

6. Award of Contract

7.1 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.

7.2 The selected firm is expected to commence the assignment on the date and at the location specified in Annex “A”.

7. Confidentiality

8.1 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.

8. Corrupt or Fraudulent Practices

9.1 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

9.2 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.

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

ANNEX "A"

Clause Reference

- 1.2 The Name of the client is:
*The Managing Director
Nyeri Water and Sanitation Company
P.O. Box 1520-10100
NYERI, KENYA.*
- 1.3 The method of selection is: **Quality and Cost Based Selection**
- Technical and Financial Proposals are requested: *Yes*
- A Technical Proposal only is requested: *No*
- The name, objectives, and description of the assignment are:
- CONSULTANCY SERVICES FOR PREPARING COMPLETE
PROJECT DOCUMENTS FOR BLOCK C OFFICES (EXTENSION
OF BLOCK B OFFICES)**
- A pre-proposal conference will be held: *Yes*
- 1.4 The name(s), address (es) and telephone numbers of the Client's
official(s) are:
- The Managing Director
Nyeri Water and Sanitation Company
P.O. Box 1520-10100
NYERI, KENYA.
Tel. 0722 461 359/0734 732 481**
- Email: info@nyewasco.co.ke**
- 1.5 The Client may provide the following inputs subject to
availability:
- The client shall arrange for the following documents to be viewed at
the office of the Procurement Manager –NYEWASCO.
- i. Available plans and layouts of the existing office blocks

ii. Layout of the proposed extension

1.6 The client shall also give assistance to facilitate the timely granting of the Consultant and his personnel of:

- i). Unobstructed access to site and location involved in carrying out the services

3.3 (i) The duration required to complete the assignment is - *2 Months*

EVALUATION CRITERIA

The minimum required experience in years of proposed professional staff and the points assigned to each staff is tabulated below.

S/No	Description	General Experience Years	Staff No	Total Points
1	Lead Architect (Project Manager)	10	1	12
2	Structural Engineer	10	1	9
3	Mechanical Engineer	10	1	6
4	Electrical Engineer	10	1	6
5	Quantity Surveyor	10	1	7
6	Geo-Technical Engineer/Geologist	8	1	6
7	CAD Technician	5	1	5
8	Surveyor	8	1	3
9	ESIA Expert	10	1	6
		Total		60

All other required staff must be listed and their remuneration to be included in the financial proposal.

The breakdown of marks for organization, method and work plan will be awarded as follows:

- | | | |
|------|-----------------------------------|--------|
| i. | Firms experience and organization | 10 mks |
| ii. | Comments on Terms of Reference | 10 mks |
| iii. | Methodology and work plan | 15 mks |
| iv. | Timetable of Activities | 5 mks |

Total 40 marks

Organization, Work plan and Methodology shall include rationale, strategy, timetable of Activities, quality management plan and log frame with contents.

An Evaluation grid is attached (Annex B).

3.4 (i) Training is a specific component of this assignment:

No.

3.6. (ii) The Fees for these Services shall be results based as broken down in Section D.

3.7 Taxes:

The Consultant shall be liable to pay all taxes, duties and levies including VAT and withholding tax in accordance with the laws of Kenya and the Client shall not reimburse any amount paid in this context.

4.2 **Consultants must submit an original and 1 (One) additional copies of each proposal.**

4.3 The proposal submission address is:

**NYEWASCO OFFICES
OFF KENYATTA ROAD,
BEHIND NYERI COUNTY FIRE OFFICES**

and deposited at the Company's Tender Box located at the Cash Office

The outer envelope shall also be clearly marked:

**“CONSULTANCY SERVICES FOR PREPARING COMPLETE PROJECT
DOCUMENTS FOR BLOCK C OFFICES (EXTENSION OF BLOCK B
OFFICES)**

4.4 Proposals must be submitted no later than the following date and time:

28th April 2021 at 11.00AM

5.1 The address to send information to the Client is:

**The Managing Director
Nyeri Water and Sanitation Company
Off Kenyatta Road, Behind Nyeri County Fire Offices.
P.O. Box 1520-10100
NYERI, KENYA.
Tel. 0722 461 359/0734 732 481**

Email: info@nyewasco.co.ke

5.3 The minimum technical score required to pass is - **70%**

5.8 There is no margin of preference

5.9 The weights are as follows: -

T (Technical proposal) = 70,

P (Financial Proposal) = 30

ANNEX “B”

EVALUATION GRID

ITEM	MAXIMUM SCORE
Firms Experience and Organization	10
Comments on terms of reference	10
Methodology and Work plan	15
Time table of activities	<u>5</u>
Total score for Organization and Methodology	<u>40</u>

KEY PERSONNEL

1. Lead Architect (Project Manager)

Qualification and skills	2
General professional experience	4
Specific professional experience	6

2. Structural Engineer

Qualification and Skills	2
General professional experience	3
Specific professional experience	4

3. Mechanical Engineer

Qualification and skills	2
General professional experience	2
Specific professional experience	2

4. Electrical Engineer

Qualification and Skills	2
General professional experience	2
Specific professional experience	2

5. Geo-Technical Engineer/Geologist

Qualification and Skills	2
General professional experience	2
Specific professional experience	2

6. Quantity Surveyor

Qualification and skills	2
General professional experience	2
Specific professional experience	3

7. Surveyor

Qualification and skills	1
General professional experience	1
Specific professional experience	1
8. CAD Technician	
Qualification and skills	1
General professional experience	1
Specific professional experience	<u>3</u>
9. ESIA Expert	
Qualification and skills	2
General professional experience	2
Specific professional experience	<u>2</u>
Total score for Key Personnel	<u>60</u>

SECTION C: -

TECHNICAL PROPOSAL – STANDARD FORMS

These forms shall include;

- i) Technical Proposal submission form.
- ii) Firm's references.
- iii) Comments and suggestions of Consultants on the Terms of Reference and on data, services and facilities to be provided by the Client.
- iv) Description of the methodology and work plan for performing the assignment.
- v) Team composition and task assignments.
- vi) Firm's Current Workload
- vii) Format of curriculum vitae (CV) for proposed professional staff.
- viii) Time schedule for professional personnel – short term experts
- ix) Activity (work) schedule.
- x) Confidential Business Questionnaire

(i). TECHNICAL PROPOSAL SUBMISSION FORM

_____ *Date*

To: _____ *[Name and address of Client]*

Dear Sir/Madam:

We, the undersigned, offer to provide the consulting services for

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

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

We remain,

Yours sincerely,

_____ *[Authorized Signature]:*

_____ *[Name and Title of Signatory]*

_____ *[Name of Firm]*

_____ *[Address:]*

(ii). 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 (attach letters of awards or completion certificates as proof of evidence).

Assignment Name:	Country
Location within Country:	Professional Staff provided by Your Firm/Entity(profiles):
Name of Client:	No. of Staff:
Address:	No of Staff-Months; Duration of Assignment:
Start Date (Month/Year): Completion Date(Month/Year):	Approx. Value of Services (Kshs)
Name of Associated Consultants. If any:	No of Months of Professional Staff provided by Associated Consultants:
Name of Senior Staff (Project Manager/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: _____

(iii) 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.

(iv) DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

(v) TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

(vi). FIRM'S CURRENT WORKLOAD

Using the format below, provide information on each assignment for which your firm either individually as a corporate entity or in association, is legally contracted to carry out (attach letters of award of contracts).

Assignment Name:	Country
Location within Country:	Professional Staff provided by Your Firm/Entity(profiles):
Name of Client:	No. of Staff:
Address:	No of Staff-Months; Duration of Assignment:
Start Date (Month/Year): Expected date of Completion (Month/Year):	Approx. Value of Services (Kshs)
Name of Associated Consultants. If any:	No of Months of Professional Staff provided by Associated Consultants:
Name of Senior Staff (Project Manager/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: _____

(vii). **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 boards/ institutions/Societies:

Current Engagement: _____

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 authorized representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____

(viii). TIME SCHEDULE FOR PROFESSIONAL PERSONNEL – (Short Term Experts)

Name	Position	Reports Due/ Activities	Months (in the Form of a Bar Chart)											
			1	2	3	4	5	6	7	8	15		

Reports Due: _____

Activities Duration: _____

Signature: _____

(Authorized representative)

Full Name: _____

Title: _____

Address: _____

(ix). CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a). 2(b) or 2(c) whichever applies to your type of business.

You are advised that it is a serious offence to give false information on this Form.

Part 1 - General:

Business name

Location of business premises

.....

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

Postal Address..... Tel No.....

Nature of business.....

.....

Current Trade Licence No. Expiring Date.....

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

Kshs.....

Name of your Bankers.....

Branch.....

Part 2(a) - Sole Proprietor:

Your name in full.....

Age.....

Nationality Country of origin.....

*Citizenship details.....

Part 2(b) - Partnership:

Give details of partners as follows:

Name	Nationality	Citizenship Details*	Shares
1.....			
2.....			
3.....			
4.....			
5.....			

Part 2(c) - Registered Company:

Private or public

State the nominal and issued capital of the company-

Nominal Kshs.....

Issued Kshs.....

Give details of all directors as follows:

Name Nationality Citizenship Details* Shares

1.....

2.....

3.....

4.....

5.....

Part 2(d) - Interest in the Firm:

Is there any person / persons in NYEWASCO who has interest in this firm?

Yes /No**

.....

.....

Date

Signature of Bidder

* Attach Proof of Citizenship

** Delete as necessary

SECTION D:-

FINANCIAL PROPOSAL – STANDARD FORMS

These forms shall include;

- i) Financial Proposal submission form.
- ii) Summary of costs.
- iii) Breakdown of price per activity.
- iv) Breakdown of remuneration per activity.
- v) Reimbursables per activity.
- vi) Miscellaneous expenses.

FINANCIAL PROPOSAL SUBMISSION FORMS

_____ [Date]

To: _____

[Name and address of Client]

Dear Sir/Madam:

We, the undersigned, offer to provide the consulting services for

(_____) *[Title of consulting services]* in

accordance with your Request for Proposal dated (_____) *[Date]* and

our Proposal. Our attached Financial Proposal is for the sum of

(_____)

[Amount in words and figures] inclusive of the taxes.)

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

We remain,

Yours sincerely,

_____ [Authorized Signature]

_____ [Name and Title of Signatory]:

_____ [Name of Firm]

_____ [Address]

(i) SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s)
Sub Total 1		
Add VAT (16% of Sub Total 1)		
Total Amount of Financial Proposal including reimbursable amounts		

(ii) BREAKDOWN OF PRICE PER ACTIVITY

Activity NO.: _____	Description: _____
Price Component	Amount(s)
Remuneration for key staff	
Reimbursable Expenses	
Subtotal	

(iii) BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____				
Activity Name: _____				
Name of Staff	Position	Input (Staff months, days or hours Rate as appropriate.)	Remuneration	Amount

Grand total				
-------------	--	--	--	--

(iv). REIMBURSABLES PER ACTIVITY

Activity No: _____ Activity Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1					
2					
3					
4 etc					
Grand Total					

SECTION E:-

TERMS OF REFERENCE

1.0 BACKGROUND

1.1 General

NYEWASCO through its internal financing is planning to extend Block B to new Block C offices and intends to apply part of the proceeds towards payment for consultancy services for preparation of complete project documents.

The Company seeks to engage the services of a Consultancy Firm to undertake the Detailed Geotechnical, Architectural and Structural Designs and prepare Tender Documents.

The detailed description of the consulting services to be performed is described in these Terms of Reference (TOR).

1.2 Selection Criteria

The Consultant selected to undertake the Consultancy shall have had extensive experience in architectural, structural as well as electromechanical design in multi storeyed office blocks. The Consultant shall have specific experience in undertaking design and supervision of such contracts.

1.3 Project area Description

The project area is located within the premises of the company's main offices.

2.0 PROJECT OBJECTIVES AND SCOPE

The overall objective of the project is to attain additional floor space for offices by extending block B with an approximately 191SM of the grade floor plinth area.

2.1 Specific Objective of the Consultancy

The scope of this consultancy is to provide expert professional design services in preparing complete project documents for the proposed extension.

2.1.1 Scope of the Consultancy

- i. Site survey, primary data collection and analysis to obtain parameters prerequisite to the design
- ii. Undertake site geotechnical investigations on the proposed site to establish the ground formations and the ultimate bearing capacity of the soil. The consultant shall submit a detail soil tests and investigation report.

- iii. Prepare architectural designs adhering to the relevant design standards and guidelines in regards to the build envelope and build environment. The designs should include; floor plans, sections, elevations, 3D drawings, working details, door/window schedules and finishes/fittings schedules, as well as building interior and hard/soft landscaping designs, furniture/equipment positioning and accessories
- iv. To undertake structural analysis and designs adhering to the relevant design standards and codes. Provide a detailed bar bending schedule.
- v. Undertake electromechanical designs adhering to the relevant design standards and codes incorporating components of safety, convenience, control, comfort and access etc.
- vi. Prepare detailed un-priced bills of quantities and detailed confidential cost estimates (priced bills of quantities) for the civil works and all other associated works.
- vii. To prepare the specification of the materials and methodologies to be used in construction works incorporating latest economic inventions and innovations
- viii. Complete Environmental and Social Impact Assessment (ESIA) for the project site and obtain NEMA approvals.
- ix. To prepare tender documents
- x. Obtaining all the necessary approvals of the designs for construction of the building from the authorities concerned.
- xi. Final detailed design report

The Consultant shall thoroughly fulfill, to the highest professional standards the objectives and scope of the assignment, Employer's requirements, Specifications and any amendments thereto; and to ensure that so far as is reasonably possible, within the Contract Price and Contract Period allowed under the Contract or any agreed amendments thereto.

3. REPORTING REQUIREMENTS AND SCHEDULE OF DELIVERABLES

The consulting firm shall report to the Client. The firm will maintain regular consultations with the client's representative to the project in order to ensure effective provision of necessary information requisite to the designs.

The consulting firm and the Client will agree on the dates for regular meetings.

3.1 Schedule of the deliverables

S/N o	Report	Due Date	Content of Report	No. Of Copies
1.	Inception Supervision Report	7 days after Commencement of the consultancy	Summary of the Consulting firm's work plan, methodology, state of mobilization, perception of the assignment and issues identified requiring the Clients's attention	2 hard copies 1 electronic copies
2.	Progress Report on the execution of the Consultancy	Every fortnight	Describing the progress made on design and environmental assessment services. Narrative and bar charts or other graphic presentation, showing details of the progress and any changes in the assignment schedule, It shall include the problems encountered, if any, and major findings and recommendations.	2hard copies 1 electronic copies
3.	The Draft Project Report	14 days after Commencement of the consultancy	Preliminary ESIA findings	2hard copies Electronic copy
4	Detailed Geo-Technical investigations report	14 days after Commencement of the consultancy	Methodology of investigations Number and distribution of trial pits Results of the tests.	2hard copies Electronic copy
4.	The Draft Detailed Design report	1 month after Commencement of the consultancy	Draft architectural and structural designs	2hard copies Electronic copy
6.	The Final Detailed Design report	2 months after Commencement of the consultancy	Architectural design and detail working drawings for the specific structures Structural analysis, report and detail structural drawings of the designs. Electromechanical layout drawings	2 hard cover bound copies with inscriptions as directed Electronic Copy CAD designs and drawings
7.	Tender Documents	2 months after Commencement of the consultancy	Complete set of Tender documents, BOQs including measurement sheet (Excel File)and associated detailed technical and material specifications separately for all proposed infrastructure services and facilities	2hard copies Electronic copy

			mentioned in the scope of service described above.	
8	Final ESIA Report	As required	<p>Assessment of environmental issues of the proposed project on the surrounding environment, in parallel with the detailed engineering design in an iterative and interactive manner so that the design eventually incorporates mitigation measures and results in the most cost-effective option.</p> <p>Determination of Potential Impacts - Identify and describe all potential major environmental impacts from the project which will be significant over the long-term. Apply an appropriate consultation approach given the scale of the project and the nature of possible affected parties.</p> <p>Development of Management Plan to Mitigate Negative Impacts - Recommend feasible and cost-effective measures to prevent or reduce significant negative impacts to acceptable levels. Indicate the impacts and costs of those measures, and of the institutional and training requirements to implement them. Consider compensation to affected parties (if any) for impacts which cannot be mitigated.</p>	2 approved by NEMA hard copies Electronic copy

The detailed format of each of the above reports will be agreed on between the firm and NYEWASCO during the inception phase.

The Consulting firm will also submit to NYEWASCO copies of minutes of all site meetings with the client.

4. STAFF REQUIREMENT

The Consultant shall provide the following staff required for the performance of the duties described above:

S/No	Description	General Experience Years	Staff No
1	Lead Architect (Project Manager)	10	1

2	Structural Engineer	10	1
3	Mechanical Engineer	10	1
4	Electrical Engineer	10	1
5	Quantity Surveyor	10	1
6	Geo-Technical Engineer/Geologist	8	1
7	CAD Technician	5	1
8	Surveyor	8	1
9	ESIA Expert	10	1
		Total	9

4.1 Required Experience, Qualifications and Competences

NYEWASCO will consider firms with the following minimum experience, qualifications and competencies:

Firm's Experience:

- The Consulting firm shall have successfully completed similar projects within the set time frames;
- The Consulting firm shall have in-depth understanding of the building sector with a minimum of 10 years' practical experience in design and supervision of building works;
- The Consulting firm shall provide a brief summary of proven experience and capabilities in design, supervision and quality control of at-least 5 projects of a similar nature, size and scope.

Ideally, all 5 projects will have been carried out within the last 5 years.

Qualifications and Competencies:

Lead Architect (Project Manager)

(i) Qualifications and skills

Must possess University Degree BSc (Architecture) or equivalent and be a Registered Architect with BORAQS.

(ii) General and specific Professional experience

A minimum of 10 years' practical post-qualification experience and 5 years on similar assignments

Structural Engineer

(i) Qualifications and skills

Must possess University Degree BSc (Civil & Structural Engineering) or equivalent and be a registered engineer with Engineers Board of Kenya or equivalent.

(ii) General and specific professional experience

A minimum of 10 years' practical post-qualification experience and 5 years on similar assignments

Electrical Engineer

(i) Qualifications and skills

Must possess University Degree (BSc Electrical Engineering) or equivalent and be registered with Engineers Board of Kenya or equivalent.

(ii) General and specific professional experience

Must have extensive and broad experience planning, design and construction of electrical works in building projects for at least ten (10) years and 5 years on similar assignments

Mechanical Engineer

(i) Qualifications and skills

Must possess University Degree (BSc Mechanical Engineering) or equivalent and be registered with Engineers Board of Kenya or equivalent.

(ii) General and specific professional experience

Must have extensive and broad experience planning, design and construction of mechanical works in building projects for at least ten (10) years and 5 years on similar assignments

Quantity Surveyor

(i) Qualifications and skills

Must possess a Bachelor's degree in Quantity Surveying or Building Economics; and be registered Quantity Surveyor with respective Professional Body.

ii) General and specific Professional Experience:

Must have at least 10 years of post-registration experience and 5 years on similar assignments

Geo-Technical Engineer/Geologist

(i) Qualifications and skills

Must possess University Degree (BSc Geo-Technical Engineering/ Geology) or equivalent and be registered with Engineers Board of Kenya or relevant equivalent.

(ii) General and Specific professional experience

Must have at least 10yrs of extensive and broad experience in undertaking geotechnical investigations and analysis and 5 years on similar assignments

Surveyor

(i) Qualifications and skills

Must possess BSc. Degree or equivalent in Survey & Photogrammetry or related field and must be a Registered with Institute of Surveyors of Kenya or equivalent.

(ii) General and specific professional experience

A minimum of 8 years' practical post-qualification experience and 4 years on similar assignments

Environment Expert

(i) Qualifications and skills

Must possess a Degree in Environmental Management or related discipline and must be registered as Lead Expert (NEMA) or equivalent.

(ii) General professional experience

Must have minimum of ten (10) years of practical post qualification experience in environmental studies of infrastructural projects and 5 years on similar assignments

CAD Technician

(i) Qualifications and skills

Must possess certificate in CAD Applications or equivalent

(ii) General professional experience

A minimum of 5 years' practical post-qualification experience and 5 years on similar assignments

5.0 WORK SCHEDULE

The Consultant shall propose a schedule of activities and submit together with the technical proposal. This schedule, together with a comprehensive statement justifying the proposed deployment will be incorporated in the methodology statement.

6.0 Facilities to be provided by the Employer

The Consultant would be provided the copy of site plan for the purpose of preparation of layout plans, designs and drawings. For the purpose of detail design and layout, the Consultant will have to carry out detail survey of the site on its own and shall take full responsibility for accuracy of the data collected.

SECTION F:

STANDARD FORMS OF CONTRACT

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	<input type="checkbox"/> Firm's References
	<input type="checkbox"/> Financial proposal submission form
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Special Notes

1. The Contract price is arrived at on the basis of inputs – including rates – provided by the Consultant. The Client agrees to pay the Consultant according to a schedule of payments stipulated under clause 6.4 of Special Conditions of Contract.
2. The Contract includes four parts: Form of Contract, the General Conditions of Contract, the Special Conditions of Contract and the Appendices.

CONTRACT FOR CONSULTANT'S SERVICES

Between

[name of the Client]

AND

[name of the Consultant]

Dated: _____[date]

I. FORM OF AGREEMENT

This AGREEMENT (hereinafter called the “Contract”) is made this _____ day of _____ [month], [year], between **NYERI WATER AND SANITATION COMPANY**, of Post Office Box Number 1520-10100, NYERI [; NYEWASCO Offices Off Kenyatta Road, behind Nyeri County Fire offices] (hereinafter called “the Company”) of the one part AND _____ [name of Consultant] of [or

whose registered office is situated at] _____

[location of office] (hereinafter called “the Consultant”) of the other part.

WHEREAS The Company awarded the contract for Consultancy services for preparing complete documents for extension of Block B offices projects in Nyeri Town Sub County at a contract sum of _____

NOW THIS AGREEMENT WITNESSETH as follows:

1. The following documents attached hereto shall be deemed to form and be read and construed as part of this Contract:

- (a) Letter of Award and Acceptance
- (b) General Conditions of Contract;
- (c) Special Conditions of Contract;
- (d) Technical Bid Submission Form
- (e) Financial Bid Submission form
- (f) Terms of Reference
- (g) Comments of the Consultant on the Terms of Reference
- (h) Team Composition and Task assignments
- (i) Work Methodology
- (j) Cost breakdown of Consultancy Services
- (k) Professional Indemnity Cover
- (l) Schedule of Supplementary Information

3. The Company hereby covenants to pay the Consultant the Contract Price upon satisfactory provision of the Services.

4. The Consultant shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Company's prior written consent.

4. The Company may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Consultant terminate this Contract in whole or in part if the Consultant fails to provide any or all of the Services as provided in this Contract or if the Consultant has engaged in corrupt or fraudulent practices in competing for or execution of this Contract.

5. The contract shall be interpreted in accordance with the Laws of Kenya.

6. Any notice shall be deemed to have been given when sent by post or hand delivery to the other party's address as listed in this Contract.

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

SEALED with the Common Seal of **NYERI WATER AND SANITATION COMPANY**

In the presence of:

1. Managing Director

.....
(Signature)

2. Manager, Legal Services

.....
(Signature)

SEALED with the Common Seal of the Supplier,

.....
In the presence of:

.....
(Name)

.....
(Signature)

WITNESSED BY

.....
(Name)

.....
(Signature)

II. GENERAL CONDITIONS OF CONTRACT

1.0 GENERAL PROVISIONS

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;
- (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;
- (c) “Contract Price” means the price to be paid for the performance of the Services in accordance with Clause 6 here below;
- (d) “Foreign Currency” means any currency other than the Kenya Shilling;
- (e) “GC” means these General Conditions of Contract;
- (f) “Government” means the Government of the Republic of Kenya;
- (g) “Local Currency” means the Kenya Shilling;
- (h) “Member”, in case the Consultant consists of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the

Consultant's rights and obligations towards the Client under this Contract;

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

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

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

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

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

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

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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

2.2 Commencement The Consultant shall begin carrying out the of Services Services on the date of signing the Contract 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 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.

(e) For the purpose of this clause;

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in Contract execution.
“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of Contract to the detriment of the Client, and includes collusive practice among Consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

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

2.6.2 By the
Consultant

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

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

2.6.3 Payment
Upon
Termination

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

- a. remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- b. except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable costs incident to

the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

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

3.2 Conflict of Interests

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

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

(iii) Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any applicable procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of the Client.

3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project
The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and his affiliates, as well as any 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 sub Consultant[s] nor their personnel shall engage, either directly or indirectly in any of the following activities:

(a) during the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract; or

(b) after the termination of this Contract, such other activities as may be specified in the SC.

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

3.4 Insurance to be Taken Out by the
The Consultant (a) shall take out and maintain and shall cause any

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

3.5 Consultant's Actions Requiring Client's Prior Approval The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:

- a) entering into a subcontract for the performance of any part of the Services,
- b) appointing such members of the personnel not listed by name in Appendix C ("Key Personnel and Sub Consultants").

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

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

10. CONSULTANT'S PERSONNEL

4.1 Description The titles, agreed job descriptions,

of Personnel 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, Replacement Of Personnel (a) Except as the Client may otherwise and/or 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 The Client shall use his best efforts to ensure that he provides the Consultant such assistance and exemptions as may be necessary for due performance of this Contract.

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

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

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

11. PAYMENTS TO THE CONSULTANT

6.1 Monthly Remuneration The Consultant's total remuneration shall not exceed the Contract Price and shall be based on monthly payments including all staff costs, Sub Consultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price The price payable is set forth in the Special Conditions.

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 Contract price is provided in Appendices D.

6.4 Terms and Conditions of Payments will be made to the account of the Consultant and according to the payment schedule stated in the Payment "Special Conditions of Contract".

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 ninety (90) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage

points above the prevailing Central Bank of Kenya's average rate for base lending.

7. SETTLEMENT OF DISPUTES

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

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

III. SPECIAL CONDITIONS OF CONTRACT

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 for the Client and the Project Manager for the Consultant.

1.4 The addresses are:

Client: The Managing Director
Nyeri Water and Sanitation Company
P.O. Box 1520-10100
NYERI, KENYA.

Tel. 0722461359/0734732481

Email: info@nyewasco.co.ke

Consultant: _____

Attention: _____

Telephone: _____

1.6 The Authorized Representatives are:

For the Client:
The Chief Manager, Technical Services
Nyeri Water and Sanitation Company

P.O. Box 1520-10100
NYERI, KENYA.

For the Consultant

- 2.1 The contract shall come into effect immediately after execution by all parties.
- 2.2 The date for the commencement of Services is _____ [date]
- 2.3 The period shall be two (2) months
- 3.4 The risks and coverage shall be:
- (i) Professional Liability

 - (ii) Loss of or damage to equipment and property

- 6.2(a) The amount in foreign currency or currencies is _____ *[Insert amount]*.
- 6.2(b) The amount in local Currency is _____ *[Insert amount]*
- 6.4 Payments shall be made according to the following schedule:
- Twenty five (25) percent of the lump-sum amount shall be paid upon submission of the inception report.
 - Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the detailed geotechnical report, draft design report, draft ESIA report.
 - Fifty (50) percent of the lump-sum amount shall be paid upon submission of the final report and obtaining all the necessary approvals from the relevant authorities.

Payments in Kshs shall be made to the following Account

Account Number: _____

Account Name: _____

Bank: _____

Address: _____

6.5 Payments will be made within 30 (Thirty) days of receipt of the invoice and relevant documents

IV. APPENDICES

APPENDIX A: LETTER OF AWARD AND ACCEPTANCE (to be inserted)

APPENDIX B: TERMS OF REFERENCE (to be inserted)

APPENDIX C: COMMENTS ON TERMS OF REFERENCE (to be inserted)

APPENDIX D: DESCRIPTION OF THE METHODOLOGY AND WORKPLAN FOR PERFORMING THE ASSIGNMENT (to be inserted)

APPENDIX E: TIME SCHEDULE FOR PROFESSIONAL PERSONNEL (to be inserted)

APPENDIX F: TEAM COMPOSITION AND TASK ASSIGNMENTS (to be inserted)

APPENDIX G: CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF (to be inserted)

APPENDIX H: ACTIVITY (WORKPLAN) SCHEDULE (to be inserted)

APPENDIX I: FINANCIAL PROPOSAL

APPENDIX J: OTHER SUBMISSIONS

➤ Technical proposal submission form

- Firm's References
- Financial proposal submission form

APPENDIX K: REQUEST FOR PROPOSALS (to be inserted)