



COUNTY GOVERNMENT OF MARSABIT

with support from

GERMAN FINANCIAL COOPERATION THROUGH KfW

DROUGHT RESILIENCE PROGRAMME IN NORTHERN KENYA (DRPNK)

BMZ No. 201365360

**Request for Proposal for Feasibility Study, Detailed Design and Preparation of Works
Tender Documents and Construction Supervision for Works for the Proposed
Hulahula Water Supply Project at Hulahula Village and Rehabilitation of Jilo Tona
Water Pan in Dakabaricha Village.**

TENDER NO. MBT/COU/AGRI/DRPNK/19/2023-2024

KfW PROCUREMENT NO. 510567

Employer: County Government of Marsabit

TENDER INVITATION DATE: 7th MARCH 2024

TENDER OPENING DATE: 21st MARCH 2024

MARCH 2024

Contents

SECTION 1 (A) - REQUEST FOR PROPOSAL (RFP).....	3
SECTION 2. INSTRUCTIONS TO CONSULTANTS AND DATA SHEET	5
SECTION 2 (B). DATA SHEET.....	19
SECTION 3. TECHNICAL PROPOSAL – STANDARD FORMS	29
FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM	30
CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION	32
FORM TECH-2: CONSULTANT'S ORGANIZATION AND EXPERIENCE	35
FORM TECH-3: COMMENTS AND SUGGESTIONS	36
FORM TECH-4: DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN	37
FORM TECH-5: WORK SCHEDULE AND PLANNING FOR DELIVERABLES	38
FORM TECH- 6A: TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS ..	39
FORM TECH-6B: CURRICULUM VITAE (CV).....	40
FORM TECH-7: MANDATORY SUPPORT DOCUMENTS.....	41
FORM TECH-8: SELF-DECLARATION FORMS	43
DECLARATION AND COMMITMENT TO THE CODE OF ETHICS	45
FORM TECH-9: TENDER-SECURING DECLARATION FORM {r 46 and 155(2)}.....	46
FORM TECH-10: DECLARATION OF UNDERTAKING (KfW).....	47
SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS	50
FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM.....	51
FORM FIN-2: SUMMARY OF PRICE PROPOSAL.....	52
FORM FIN-3A: SUMMARY OF COSTS	53
FORM FIN-3B: BREAKDOWN OF REMUNERATION	54
FORM FIN-3C: BREAKDOWN OF REIMBURSABLE EXPENSES.....	55
FORM FIN-4: ADMINISTRATIVE COSTS	57
SECTION 5. TERMS OF REFERENCE	58
NOTIFICATION FORMS.....	72
SECTION 6: CONDITIONS OF CONTRACT AND CONTRACT FORMS (SEPARATE DOCUMENT)	78

SECTION 1 (A) - REQUEST FOR PROPOSAL (RFP)

Date: 7th MARCH 2024

Reference No.: **MBT/COU/AGRI/DRPNK/19/2023-2024**

Name of Assignment: FEASIBILITY STUDY, DETAILED DESIGN AND PREPARATION OF WORKS TENDER DOCUMENTS AND CONSTRUCTION SUPERVISION FOR WORKS FOR THE PROPOSED HULAHULA WATER SUPPLY PROJECT AT HULAHULA VILLAGE AND REHABILITATION OF JILO TONA WATER PAN IN DAKABARICHA VILLAGE.

TO:

[*: Insert Name and Address of Consultant. In case of a Joint Venture (JV), indicate the full name of the JV and the names of each member*]

Dear Messrs. _____

1. The *Marsabit County Government* has received financing from the German Government through KfW. toward the cost of the subject consulting services.
2. The Procuring Entity now invites proposals to provide the following consulting services: The name of the assignment is: FEASIBILITY STUDY, DETAILED DESIGN AND PREPARATION OF WORKS TENDER DOCUMENTS AND CONSTRUCTION SUPERVISION FOR WORKS FOR THE PROPOSED HULAHULA WATER SUPPLY PROJECT AT HULAHULA VILLAGE AND REHABILITATION OF JILO TONA WATER PAN IN DAKABARICHA VILLAGE.

More details on the Services are provided in Section 5 Terms of Reference.

3. This Request for Proposals (RFP) has been addressed to the following Consulting Firms:
 - i. **DESIGN MASTERPLAN LIMITED**
 - ii. **NORKEN INTERNATIONAL LIMITED.**
 - iii. **RHINES ENGINEERING SERVICES LIMITED.**
 - iv. **NOMADLINK SOLUTION LIMITED**
4. If a Consultant is a Joint Venture (JV), the full name of the JV shall be used and all members, starting with the name of the lead member. Where sub-consultants have been proposed, they shall be named. The maximum number of JV members shall be specified in the Data Sheet (DS).
5. It is not permissible to transfer this RFP to any other firm.
6. A firm will be selected under the Quality Cost Based Selection (QCBS) method and in a format as described in this RFP, in accordance with the procedures described in the KfW Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries, which can be found on the website¹ and the Public Procurement and Asset Disposal Act 2015, a copy of which is found at the following website: www.ppra.go.ke. Document for eligibility criteria, establishment of the short-list and the selection procedure can be found at the following websites: www.tenders.go.ke and www.marsabit.go.ke.
7. The Request for Proposal Document is packaged as follows:
Section 1: Letter of Request for Proposals
Section 2: Instructions to Consultants and Data Sheet
Section 3: Technical Proposal Standard Forms
Section 4: Financial Proposal Standard Forms
Section 5: Terms of Reference
Section 6: Standard Forms of Contract (Separate Document)
8. Please inform us by [insert date], in writing at the address below or by E-mail supplychain@marsabit.go.ke and drpnk@marsabit.go.ke
 - a) That you have received this Request for Proposals; and

- b) Whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1. (a).
- 9. Details on the proposal's submission date, time and address are provided in the ITC 18.5 and ITC 20.1 of the Data Sheet.

Yours sincerely,

Orge G. Bajji
County Chief Officer-Food Security and Crop Development
P.O Box 384-60500, MARSABIT –KENYA.
drpnk@marsabit.go.ke

SECTION 2. INSTRUCTIONS TO CONSULTANTS AND DATA SHEET

Section 2 (a). Instructions to Consultants (ITC)

A. GENERAL PROVISIONS

1. Meanings/Definitions

- a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- b) “Applicable Law” means the laws and any other instruments having the force of law in Kenya.
- c) “Procuring Entity” means the entity that is carrying out the consultant selection process and signs the Contract for the Services with the selected Consultant.
- d) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Procuring Entity under the Contract.
- e) “Contract” means a legally binding written agreement signed between the Procuring Entity and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- f) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- g) “Day” means a calendar day unless otherwise specified as "Business Day". A Business Day is any day that is an official working day in Kenya and excludes official public holidays.
- h) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- i) “Government” means the Government of the Republic of Kenya.
- j) “In writing” means communicated in written form such as by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Procuring Entity with proof of receipt.
- k) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.
- l) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Entity for the performance of the Contract.
- m) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is considered in the technical evaluation of the Consultant's proposal.
- n) “Letter of RFP” means the letter of invitation being sent by the Procuring Entity to the Consultants.
- o) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- p) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- q) “Public Procurement Regulatory Authority (PPRA)” means the statutory authority of the Government of Kenya that mandated with the role of regulating and monitoring compliance with the public procurement law and regulations.
- r) “RFP” means the Request for Proposals to be prepared by the Procuring Entity for the selection of Consultants
- s) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- t) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Procuring Entity during the whole

performance of the Contract.

- v) “Terms of Reference (TORs)” means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Entity and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

- 2.1 The Procuring Entity named in the Data Sheet intends to select a Consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the Data Sheet.
- 2.2 The Consultant are invited to submit a Technical Proposal and a Financial Proposal, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.
- 2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants' expense.
- 2.4 The Procuring Entity will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.

3. Conflict of Interest

- 3.1 The Consultant is required to provide professional, objective, and impartial advice, always holding the Procuring Entity's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.
- 3.2 The Consultant has an obligation to disclose to the Procuring Entity any situation of actual or potential conflict that impacts its capacity to serve the best interest of the Procuring Entity. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 3.3 Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Consultant s hall not be hired under the circumstances set forth below:

- i) *Conflicting Activities*

Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Procuring Entity to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

- ii) *Conflicting Assignments*

Conflict among consulting assignments: A Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may conflict with another assignment of the Consultant for the same or for another Procuring Entity.

- (iii) *Conflicting Relationships*

Relationship with the Procuring Entity's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or personal relationship with senior management or professional staff of the Procuring Entity who has the ability to influence the bidding process and: (i) are directly or indirectly involved in the preparation of the Terms of Reference for the assignment,(ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from such relationship has been resolved in a manner that determines there is no conflict to affect this selection process.

- iv) *Others*

Any other types of conflicting relationships as indicated in the Data Sheet.

4. Unfair Competitive Advantage

- 4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Procuring Entity shall indicate in the Data Sheet and make available to all Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

5. Corrupt and Fraudulent Practices

- 5.1 Consultant firms or any of its members shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. Consultant firms or any of its members that are proven to have been involved in any of these practices shall be automatically disqualified and would not be awarded a contract.

5.2 Collusive practices

- 5.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any Consultant found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Consultants shall be required to complete and sign the “Certificate of Independent Proposal Determination” annexed to the Proposal Form.
- 5.3 In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Government and its agencies to inspect all accounts, records and other documents relating to any short-listing process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors, investigators or compliance officers.

6. Eligibility

- 6.1 In selection of Consultants, short-listing shall be composed of firms or individuals who belong to the same line of professional business and who are almost of the same capability.
- 6.2 Unless otherwise specified in the Data Sheet, the Procuring Entity permits Consultants including proposed experts, joint ventures and individual members from all countries and categories to offer consulting services. The maximum number of members so far JV shall be specified in the TDS.
- 6.3 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for submission of proposals, but it shall be a condition of contract award and signature. AJV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke
- 6.4 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 6.5 It is the Consultant's responsibility to ensure that it's Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements.
- 6.6 As an exception to the foregoing ITC 6.1 and 6.2 above:
- a) Sanctions-A firm or an individual that has been debarred from participating in public procurement shall be ineligible to be awarded a contract, or to benefit from the contract, financially or otherwise, during the debarment period. The list of debarred firms and individuals is available from the website of PPRA www.ppra.go.ke.

- b) Prohibitions-Firms and individuals of a country or goods in a country maybe ineligible if:
 - i) As a matter of law or official regulations, Kenya prohibits commercial relations with that country; or
 - ii) By an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or services from that country or any payments to any country, person, or entity in that country.
- c) Restrictions for Government-owned Enterprises-Government-owned enterprises or institutions in Kenya shall be eligible only if they can establish that they
 - i) Are legally and financially autonomous,
 - ii) Operate under commercial law, and
 - iii) That they are not dependent agencies of the Procuring Entity.
- d) Restrictions for public employees - Government officials and civil servants and employees of public institutions shall not be hired for consulting contracts.

6.7 Margin of Preference and Reservations-no margin of preference shall be allowed in the selection of consultants. Reservations may however be allowed to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be), and who are appropriately registered as such by the authority to be specified in the Data Sheets. A procuring entity shall ensure that the invitation to submit proposals specifically includes only businesses or firms belonging to one group.

B. Preparation of Proposals

7. General Considerations

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

8. Cost of Preparation of Proposal

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Procuring Entity is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without there by incurring any liability to the Consultant.

9. Language

9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Procuring Entity shall be written in the English language.

10. Documents Comprising the Proposal

10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.

10.2 The Consultant shall declare in the Financial Proposal Submission Form, that in competing for and executing a contract, it shall undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against anti-competitive practices including bid rigging.

10.3 The Consultant shall furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal Submission Form.

11. Only One Proposal

11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits s or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal

when circumstances justify and if stated in the Data Sheet.

- 11.2 Members of a joint venture may not also make an individual Proposal, be a subcontractor in a separate proposal or be part of another joint venture for the purposes of the same Contract.
- 11.3 Should a Joint Venture subsequently win the Contract, it shall consider whether an application for exemption from the Competition Authority of Kenya is merited pursuant to Section 25 of the Competition Act 2010.

12 Proposal Validity

a. Proposal Validity Period

- 12.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.
- 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
- 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation and may be subject to sanctions in accordance with IT C5.

b. Extension of Validity Period

- 12.4 The Procuring Entity will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Procuring Entity may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.
- 12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC12.7.
- 12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

b. Substitution of Key Experts at Validity Extension

- 12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Procuring Entity together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluations core, however, will remain to be based on the evaluation of the CV of the original Key Expert.
- 12.8 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Procuring Entity, such Proposal will be rejected.

c. Sub-Contracting

- 12.9 The Consultant shall not subcontract the whole or part of the Services without reasonable justification and written approval of the Procuring Entity.

13 Clarification and Amendment of RFP

- 13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Procuring Entity's address indicated in the Data Sheet. The Procuring Entity will respond in writing, or by standard electronic means, and will send written

copies of the response (including an explanation of the query but without identifying its source) to all Consultants. Should the Procuring Entity deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

- 13.2 At any time before the proposal submission deadline, the Procuring Entity may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all invited Consultants and will be binding on them. The Consultants shall acknowledge receipt of amendments in writing.
- 13.3 If the amendment is substantial, the Procuring Entity may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.
- 13.4 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14 Preparation of Proposals—Specific Considerations

- 14.1 While preparing the Proposal, the Consultant must give particular attention to the following:
 - (a) If a Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so long as only one Proposal is submitted, in accordance with ITC 11. Above. A Consultant cannot associate with shortlisted Consultant(s). When associating with non-shortlisted/non-invited firms in the form of a joint venture or a sub-consultancy, the shortlisted/invited Consultant shall be a lead member. If shortlisted/invited Consultant associates with each other, any of them can be a lead member.
 - (b) The Procuring Entity may indicate in the Data Sheet the estimated amount or Key Experts' time input (expressed in person-month), or the Procuring Entity's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same. This clause shall not apply when using Fixed Budget selection method.
 - (c) For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input shall not be disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
 - (d) Key Experts shall not appear in more than one proposal unless so allowed in the Data Sheet. Invited firms must confirm and ensure their Key experts do not appear in proposal of other invited firms, otherwise proposals with Key experts appearing in other proposals will be rejected.

15 Technical Proposal Format and Content

- 15.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the Data Sheet under ITC 10.1. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
- 15.2 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

16 Financial Proposal

- 16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the Data Sheet. Irrespective of the consultant selection method, any Consultant that does not submit itemized and priced financial proposal, or merely refers the Procuring Entity to other legal instruments for the applicable minimum remuneration fees shall be considered non-responsive.

a. Price Adjustment

- 16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates apply if so, stated in the Data Sheet.

b. Taxes

- 16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in Kenya is provided in the Data Sheet.

c. Currency of Proposal

- 16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in Kenya Shillings.

d. Currency of Payment

- 16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. SUBMISSION, OPENING AND EVALUATION

17. Submission, Sealing, and Marking of Proposals

- 17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as “CONFIDENTIAL” information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the Data Sheet, the Consultant has the option of submitting its Proposals electronically.
- 17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.
- 17.3 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.
- 17.4 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
- 17.5 The signed Proposal shall be marked “ORIGINAL”, and its copies marked “COPY” as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

18. Sealing and Marking of Proposals

- 18.1 The firm shall deliver the Proposals in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the assignment, addressed to the Procuring Entity and a warning “DO NOT OPEN BEFORE..... (The time and date for proposal opening date)”. Within the single envelope, package or container, the Firm shall place the following separate, sealed envelopes:
- 18.2 In the single sealed envelope, or in a single sealed package, or in a single sealed container the following documents shall be closed and shall be addressed as follows:
- i) in an envelope or package or container marked “ORIGINAL”, all documents comprising the

- Technical Proposal, as described in ITC11;
- ii) in an envelope or package or container marked “COPIES”, all required copies of the Technical Proposal;
- iii) in an envelope or package or container marked “ORIGINAL”, all required copies of the Financial Proposal; and

18.3 The inner envelopes or packages or containers shall:

- i) Bear the name and address of the Procuring Entity.
- ii) Bear the name and address of the Firm; and
- iii) Bear the name and Reference number of the Assignment.

18.4 If an envelope or package or container is not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the proposal. Proposals that are misplaced or opened prematurely will not be accepted.

18.5 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Procuring Entity no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Procuring Entity after the deadline shall be declared late and rejected, and promptly returned unopened.

19. Confidentiality/Canvassing

19.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Procuring Entity on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

19.2 Any attempt by Consultants or any one on behalf of the Consultant to influence improperly the Procuring Entity in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal and may be subject to the application of prevailing PPRA's debarment procedures.

19.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Procuring Entity on any matter related to the selection process, it should do so only in writing.

20. Opening of Technical Proposals

20.1 The Procuring Entity's opening committee shall conduct the opening of the Technical Proposals in the presence of the Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored by the Procuring Entity or with a reputable public auditor or independent authority until they are opened in accordance with ITC 22.

20.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.

21. Proposals Evaluation

21.1 Subject to provision of ITC 15.1, the valuers of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and after the Procuring Entity notifies all the Consultants in accordance with ITC 22.1.

21.2 The Consultant is not permitted to alter or modify its Proposal in anyway after the proposal submission deadline except as permitted under ITC 12.7. While evaluating the Proposals, the Evaluation Committee will conduct the evaluation solely on the basis of the submitted Technical and Financial

Proposals.

22 Evaluation of Technical Proposals

- 22.1 The Procuring Entity's evaluation committee shall evaluate the Technical Proposals that have passed the eligibility and mandatory criteria, on the basis of their responsiveness to the Terms of Reference and the RFP. The eligibility and mandatory criteria shall include the following and any other that may include in the Data sheet.
- a) Firm has submitted the required number of copies of the Technical Proposals.
 - b) Firm has submitted a sealed financial proposal.
 - c) The Proposal is valid for the required number of days.
 - d) The Technical Proposal is signed by the person with power of attorney, without material deviation, reservation, or omission.
 - e) The Technical Proposal is complete with all the forms and required documentary evidence submitted.
 - f) A valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 3.14 for Kenyan firms.
 - g) Key Experts are from eligible countries.
 - h) Key Experts do not appear in more than one proposal, if so required.
 - i) A short-listed firm has not participated in more than one proposal, if so required.
 - j) The Consultant is not insolvent, in receivership, bankrupt or in the process of being wound up.
 - k) The Consultant, its sub-consultants and experts have not engaged in or been convicted of corrupt or fraudulent practices.
 - l) The Consultant is neither precluded from entering into a Contract nor debarred by PPRA.
 - m) The firm has not proposed employing public officials, civil servants and employees of public institutions.
 - n) The Consultant, its sub-consultants and experts have no conflicts of interest.
- 22.2 Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.

23 Public Opening of Financial Proposals

23.1 Unsuccessful Proposals

After the technical evaluation is completed, the Procuring Entity shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following: (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score; (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion; (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and (iv) notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.

23.2 Financial Proposals for QBS, CQS and SSS

Following the ranking of the Technical Proposals, when the selection is based on QBS or CQS, the top-ranked Consultant is invited to negotiate the Contract. Only the Financial Proposal of the technically top-ranked Consultant is opened by the opening committee. All other Financial Proposals shall be returned unopened after the Contract negotiations are successfully concluded and the Contract is signed with the successful Consultant.

When the selection is based on the SSS method and if the invited Consultant meets the minimum technical score required passing, the financial proposal shall be opened and the Consultant invited to negotiate the contract.

23.3 Financial Proposals for QCBS, FBS, LCS

Following the ranking of the Technical Proposals, and after internal approvals, the Procuring Entity shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following: (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score; (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion; (iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and (iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

23.4 Opening of Financial Proposals

The opening date should allow the Consultants sufficient time to decide for attending the opening and shall be no less than five (5) Business Days from the date of notification of the results of the technical evaluation, described in ITC 22.1 and 22.2.

The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Consultant's choice.

The Financial Proposals shall be opened publicly by the Procuring Entity's opening committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the Procuring Entity as indicated in the Data Sheet. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals.

24 Correction of Errors

- 24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
- 24.2 Time-Based Contracts-If a Time-Based contract form is included in the RFP, in case of discrepancy between (i) a partial amount(sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between figures and words, the later will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Procuring Entity's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.
- 24.3 Lump-Sum Contracts - If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical correction nor price adjustments shall be made. The total price, net of taxes understood as per ITC 24 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

25 Taxes

- 25.1 Subject to ITC 24.2, all taxes are deemed to be included in the Consultant's financial proposal as separate items, and, therefore, considered in the evaluation.
- 25.2 All local identifiable taxes levied on the contract in voices (such as sales tax, VAT, excise tax, or any similar taxes or levies) and in come and withholding tax payable to Kenya on the remuneration of non-resident Experts for the services rendered in Kenya are dealt with in accordance with the instructions in the Data Sheet.

26 Conversion to Single Currency

- 26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.

27. Abnormally Low Prices

- 27.1 An Abnormally Low Price is one where the financial price, in combination with other constituent elements of the proposal, appears unreasonably low to the extent that the price raises material concerns with the Procuring Entity as to the capability of the Consulting firm to perform the Contract for the offered price.
- 27.2 In the event of identification of a potentially Abnormally Low Price by the evaluation committee, the Procuring Entity shall seek written clarification from the firm, including a detailed price analyses of its price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risk and responsibilities and any other requirements of the RFP document.
- 27.3 After evaluation of the price analyses, if the Procuring Entity determines that the firm has failed to demonstrate its capability to perform the contract for the offered price, the Procuring Entity shall reject the firm's proposal.

28. Abnormally High Prices

- 28.1 An abnormally high price is one where the proposal price, in combination with other constituent elements of the proposal, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Consultants is compromised.
- 28.2 In case of an abnormally high tender price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct, and review the RFP to check if the specifications, TOR, scope of work and conditions of contract are contributory to the abnormally high proposals. The Procuring Entity may also seek written clarification from the Consultants on the reason or the high proposal price. The Procuring Entity shall proceed as follows:
- i) If the proposal price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the proposal depending on the Procuring Entity's budget considerations.
 - ii) If specifications, TOR, scope of work and/or conditions of contract are contributory to the abnormally high proposal prices, the Procuring Entity shall reject all proposals and may re-invite for proposals for the contract based on revised estimates, specifications, TOR, scope of work and conditions of contract.
- 28.3 If the Procuring Entity determines that the Proposal Price is abnormally too high because genuine competition between Consultants is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Proposals and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before re-inviting for proposals.

29. Combined Quality and Cost Evaluation

a. Quality and Cost Based Selection (QCBS) Method

- 29.1 In the case of Quality and Cost Based Selection (QCBS), the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant that achieves the highest combined technical and financial score will be notified and invited for negotiations.

b. Fixed Budget Selection (FBS) Method

- 29.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the Data Sheet shall be rejected. The Procuring Entity's evaluation committee will select the Consultant with the

highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, notify and invite such Consultant to negotiate the Contract.

c. Least Cost Selection (LCS) Method

- 29.3 In the case of Least-Cost Selection (LCS), the Procuring Entity's evaluation committee will select the Consultant whose Proposal is the lowest evaluated total price among those Proposals that achieve the minimum technical score required to pass, notify the Consultant and invite the Consultant to negotiate the Contract.

d. Combined Technical and Evaluation Report

- 29.4 The evaluation committee shall prepare a combined technical and financial evaluation report, with specific recommendations for award or otherwise and subject to the required approvals within the Procuring Entity prior to notifications and invitation of Consultant for negotiations.

30. Notification of Intention to enter into a Contract/Notification of Award

- 30.1 The Procuring Entity shall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The **Notification of Intention to enter into a Contract / Notification of Award** shall contain, at a minimum, the following information:
- i) The name and address of the Consultant with whom the Procuring Entity successfully negotiated a contract;
 - ii) the contract price of the successful Proposal;
 - iii) a statement of the reasons why the recipient's Proposal was unsuccessful
 - iv) the expiry date of the Standstill Period, and
 - v) instructions on how to request a debriefing and/or submit a complaint during the standstill period;

31. Standstill Period

- 31.1 The Standstill Period shall be the number of days stated in the Data Sheet. The Standstill Period commences the day after the date the Procuring Entity has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. The Contract shall not be signed earlier than the expiry of the Standstill Period. This period shall be allowed for aggrieved Consultants to lodge an appeal. The procedure for appeal and the authority to determine the appeal or complaint is as indicated in the Data Sheet.

D. NEGOTIATIONS AND AWARD

32. Negotiations

- 32.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.
- 32.2 The evaluation committee shall prepare minutes of negotiations that are signed by the Accounting Officer and the Consultant's authorized representative.

32.3 Availability of Key Experts

The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Procuring Entity proceeding to negotiate the Contract with the next-ranked Consultant.

- 32.4 Notwithstanding the above, the substitution Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

32.5 Technical negotiations

The technical negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Procuring Entity's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

32.6 Financial negotiations

The financial negotiations include the clarification of the Consultant's tax liability in Kenya and how it should be reflected in the Contract. All applicable taxes shall be itemized separately and included in the contract price.

- 32.7 If the selection method included cost as a factor in the evaluation (that is QCBS, FBS, LCS), the unit rates and the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.
- 32.8 Where QBS or CQS methods was used for a *Lump-sum Contract* as indicated in the RFP, the unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts or the professional practice. In such case, the Procuring Entity may ask for clarifications and, if the fees are very high, ask to change the rates. The format for (i) providing information on remuneration rates in the case of QBS and CQS; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates. If after the clarifications, the price is still considered too high, the Procuring Entity may terminate the negotiation and invite the next ranked Consultant to open its financial proposal and negotiate the contract.
- 32.9 In the case of a *Time- Based contract*, negotiation of unit rates shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Procuring Entity may ask for clarifications and, if the fees are very high, ask to change the rates. The format for (i) providing information on remuneration rates in the case of QBS and CQS; and (ii) clarifying remuneration rates 'structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations-Breakdown of Remuneration Rates. If after the clarifications, the price is still considered too high, the Procuring Entity may terminate the negotiation and invite the next ranked Consultant for negotiations.
- 32.10 Where SSS method was used as indicated in the RFP, both the unit rates and total price shall be negotiated. If the negotiations fail, the Procuring Entity shall terminate the Consultant selection process. In that event, the Procuring Entity shall review the consultancy requirements and market conditions prior to deciding to use an appropriate selection method to again procure the consulting services.

33 Conclusion of Negotiations

- 33.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initiated by the Accounting Officer and the Consultant's authorized representative and minutes prepared to record the outcome of the negotiations.
- 33.2 If the negotiations fail, the Procuring Entity shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Procuring Entity shall terminate the negotiations informing the Consultant of the reasons for doing so. The Procuring Entity will invite the next-ranked Consultant to negotiate a Contract. Once the Procuring Entity commences negotiations with the next-ranked Consultant, the Procuring Entity shall not reopen the earlier negotiations.

34 Letter of Award

- 34.1 Upon expiry of the Standstill Period, specified in ITC 28.1, after satisfactorily addressing any appeal that has been filed within the Standstill Period, and upon successful negotiations, the Procuring Entity shall send a Letter of Award to the successful Consultant. The letter shall confirm the Procuring Entity's award of Contract to the successful Consultant and requesting the Consultant to sign and return the draft negotiated Contract within Twenty-One (21) Days from the date of the Letter of Award.

35. Signing of Contract

- 35.1 The Contract shall be signed prior to the expiration of the Proposal Validity Period and promptly after expiry of the Standstill Period, specified in ITC 28.1 and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.
- 35.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

36. Publication of Procurement Contract

- 36.1 Within the period specified in the Data Sheet, the Procuring Entity shall publish the awarded Contract which shall contain, at a minimum, the following information: (a) name and address of the Procuring Entity; (b) name and reference number of the contract being awarded, (c) the selection method used; (d) names of the consultants that submitted proposals; (e) names of all Consultants whose Proposals were rejected or were not evaluated; (f) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope.
- 36.2 Consider carefully the information on Consultants to be published, particularly evaluation by the Procuring Entity, to avoid disclosing information which can facilitate bid-rigging formation going forward. Suggest amendment as follows:
- 36.3 The awarded Contract shall be published on the Procuring Entity's website with free access if available and in the official procurement tender portal.

37. Procurement Related Complaint and Administrative Review

- 37.1 The procedures for making Procurement-related Complaints shall be specified in the **TDS**.
- 37.2 A request for administrative review shall be made in the form provided under contract forms.

SECTION 2 (B). DATA SHEET

Reference ITC Clause	to	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
A. General Provisions		
1 (j)		<p>Electronic procurement system shall be used: NO</p> <p>The Procuring Entity shall use the following electronic-procurement system to manage this Request for Proposal process: N/A</p> <p>The electronic-procurement system shall be used to manage the following part of the RFP process: N/A</p>
2.1		<p>Name of the Procuring Entity: COUNTY GOVERNMENT OF MARSABIT</p> <p>The consultant selection method is: QUALITY AND COST BASED SELECTION METHOD (QCBS)</p>
2.2		<p>Financial Proposal to be submitted together with Technical Proposal in separate envelopes: YES</p> <p>The name of the assignment is: FEASIBILITY STUDY, DETAILED DESIGN AND PREPARATION OF WORKS TENDER DOCUMENTS AND CONSTRUCTION SUPERVISION FOR WORKS FOR THE PROPOSED HULAHULA WATER SUPPLY PROJECT AT HULAHULA VILLAGE AND REHABILITATION OF JILO TONA WATER PAN IN DAKABARICHA VILLAGE.</p>
2.3		<p>A pre-bid site visit will be held: NO</p> <p>Pre-bid Site visits shall NOT be MANDATORY for preparing the bid and entering into a contract for the Consultancy Services. However, bidders are advised to familiarise themselves with site conditions. The costs of visiting the sites shall be borne entirely by the Consultants. The Consultants and any of their Staff or Agents will be granted permission by the Procuring Entity to enter its premises and lands for the purpose of such inspection, but only on the express condition that the Consultants, their Staff and Agents, will release and indemnify the Procuring Entity and its Staff and Agents from and against all liability in respect thereof, and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, which but for the exercise of such permission would not have arisen.</p> <p>Date of pre-bid site visit: N/A</p>
2.4		<p>The Procuring Entity will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</p> <ol style="list-style-type: none"> Project Implementation Manual (PIM) Public Procurement and Asset Disposal Act, 2015 KfW Procurement Guidelines CADP (Community Action Development Plan) Environmental and Social Management Framework (ESMF) DRPNK Feasibility Study Report (GFA Consulting Group, 2015) DRPNK Inception Report KfW Sustainability Guidelines Toolkit.
3.3 (iv)		<p>Bidders shall be disqualified if they:</p> <ol style="list-style-type: none"> are an affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and has been fully resolved to the satisfaction of KfW;

Reference ITC Clause	to PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p>(b) have a business or a family relationship with a PEA's staff involved in the tender process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;</p> <p>(c) are controlled by or do control another Bidder or are under common control with another Bidder, receive from or grant subsidies directly or indirectly to another Bidder, have the same legal representative as another Bidder, maintain direct or indirect contacts with another Bidder which allow them to have or give access to information contained in the respective applications, to influence them or influence the decisions of the PEA;</p> <p>(d) are engaged in a services activity which, by its nature, may be in conflict with the assignment that they would carry out for the PEA;</p> <p>(e) were directly involved in drawing up the terms of reference or other relevant information for the tender process. This shall not apply to consultants who have produced preparatory studies for the project or who were involved in a preceding project phase, insofar as the information they prepared, especially feasibility studies, was made available to all Bidders and the preparation of the terms of reference was not part of the activity.</p> <p>(f) were during the last 12 months prior to publication of the tender process indirectly or directly linked to the project in question through employment as a staff member or advisor to the PEA, and are or were able in this connection to influence the award of contract.</p> <p>(g) are state-owned entities, which are not able to provide evidence that (a) they are legally and financially autonomous and (b) they do operate under commercial laws and regulations.</p>
6.2	Maximum number of members in the Joint Venture (JV) shall be: JOINT VENTURE NOT ALLOWED
6.6 (a)	The list of debarred firms and individuals is available at the PPRA's website www.ppra.go.ke or email complaints@ppra.go.ke
6.7	Margins of preference and reservations: N/A
7.1	<p>The following definition of what constitutes a substantially responsive Proposal has been added:</p> <p>A substantially responsive Proposal is one that conforms to the terms, conditions, and specifications of the RFP without material deviation or reservation which are likely to jeopardize the achievement of the objective of this assignment and which by their nature are beyond the pure technical evaluation as per ITC 22.1.</p> <p>A material deviation or reservation is one that:</p> <p>a) affects in any substantial way the scope, quality, or performance of the Services; or</p> <p>b) limits in any substantial way, inconsistent with the RFP, the Employer's rights or the Consultant's obligations under the Contract; or</p> <p>c) if rectified would unfairly affect the competitive position of other Consultants presenting substantially responsive Proposals.</p> <p>Substantially non-responsive Proposals shall be rejected by the Employer.</p>

B. Preparation of Proposals	
10.1	The Proposal shall comprise the following: 1 st Inner Envelope with the Technical Proposal:

	<p>Power of Attorney to sign the Proposal TECH-1: Technical Proposal Submission Form TECH-2: Consultant's Organization and Experience TECH-3: Comments and Suggestions TECH-4: Description of Approach, Methodology and Workplan TECH-5: Work Schedule and Planning for Deliverables TECH-6A: Team Composition, Assignment, and Key Experts' Input TECH-6B: Curriculum Vitae (CV) For Key Experts TECH-7: Mandatory Support Documents TECH-8: Self-Declaration Form TECH-9: Tender-Securing Declaration Form {r 46 and 155(2)} TECH-10: Declaration of Undertaking (KfW)</p> <p>AND</p> <p>2nd Inner Envelope with the Financial Proposal: FIN-1 Financial Proposal Submission Form FIN-2 Summary of the Price Proposal FIN-3A Summary of Costs FIN-3B Breakdown of Remuneration FIN-3C Breakdown of Reimbursable Expenses FIN-4 Administrative Costs</p>
11.1	Participation of Sub-consultants, and Key Experts in more than one Proposal is permissible: NO
12.1	Proposals must remain valid for 120 calendar days after the proposal submission deadline.
13.1	<p>Clarifications may be requested no later than 7 days prior to the submission deadline. The contact information for requesting clarifications is: _ E-mail: supplychain@marsabit.go.ke and drpnk@marsabit.go.ke</p>
14.1 (a)	Joint Venture or Association of Firms is not permissible
14.1 (b)	<p>(i) The Consultant will be responsible for determining the Key Experts' time- input (to be expressed in Person-days).</p> <p>(ii) The duration required to complete the assignment is Twenty (20) Weeks divided into two (2) phases namely; - Phase One (1) - Feasibility Study, Detailed Design and Preparation of Works Tender Documents for the proposed Hulahula water supply project at Hulahula village and rehabilitation of Jilo Tona water pan in Dakabaricha village, Eight (8) Consecutive Weeks, and Phase Two (2) – Construction Supervision of Works: Twelve (12) Consecutive Weeks. There shall be additional Twelve (12) weeks for Defects Liability Period after Construction Period ends.</p>
14.1 (c)	N/A
14 (d)	<p>Key Experts shall not appear in more than one proposal: YES In the case the same Key Expert appears in more than one Proposal, all Proposals concerned shall be rejected unless a bidder can demonstrate to have obtained the exclusive right of the respective Key Expert to include its curricula vitae in the proposal before the submission deadline has passed.</p>
16.1	<p>The Financial Proposal will include (but not limited to) the following reimbursable expenses:</p> <p>(1) <i>a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</i> (2) <i>cost of travel by the most appropriate means of transport and the most direct practicable route;</i> (3) <i>cost of office accommodation, including overheads and back-stop support;</i> (4) <i>communications costs;</i> (5) <i>cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</i></p>

	<p>(6) <i>cost of reports production (including printing) and delivering to the Procuring Entity;</i></p> <p>(7) <i>other allowances where applicable and provisional or fixed sums (if any)]</i></p> <p>Invoicing will be against deliverables;</p> <p>Phase 1: Feasibility Study, Detailed Design and Preparation of Works Tender Documents (Inception Report, Feasibility Study Report, Draft & final Detailed Design Report and Work Tender Documents, Engineering Drawings and Engineer’s Cost Estimates)</p> <p>Phase 2: Construction Supervision of Works (Inception Report, Monthly Progress Reports, End of Defects Liability Period Report and Final Completion Report and Final Statement of Account)</p>
--	--

16.2	A price adjustment provision applies to remuneration rates: NO
16.3	<p>[If the Procuring Entity has obtained a tax exemption applicable to the Contract, insert: “The Procuring Entity has obtained an exemption for the Consultant from payment of; NO TAX EXEMPTION OBTAINED – BIDDERS TO INCLUDE ALL APPLICABLE TAXES SEE ALSO 25.2</p> <p>“Information on the Consultant’s tax obligations in the Procuring Entity’s country can be found on the Kenya Revenue Authority website: www.kra.go.ke</p> <p>(i) The Consultant shall be liable to pay all duties and taxes (including VAT) in connection with this assignment payable under the laws of Kenya. No tax or duty exemption shall be given to the Consultant. The Consultant shall be deemed to have taken the above into consideration while preparing his Financial Proposal.</p> <p>(ii) The Contract shall be concluded on the basis of the agreement provided under Section 6. The Consultant will have to prepare their offer on the assumption that their expatriate staff, the importation of vehicles, equipment and material will not be exempted from taxes, duties, levies, and other charges required by the Laws of Kenya.</p>
16.4	The Financial Proposal shall be stated in the following currencies: Kenya Shillings

C. Submission, Opening and Evaluation

17.1	The Consultants shall not have the option of submitting their Proposals electronically.
17.5	<p>The Consultant must submit:</p> <p>(a) Technical Proposal: one (1) original and Two (2) copies;</p> <p>(b) Financial Proposal: one (1) original and One (1) copy</p> <p>These submissions need to be two distinct envelopes, and that any financial information provided in the technical envelope will lead to disqualification of the applicant/ consulting firm.</p> <p>The signed Proposal shall be marked “ORIGINAL”, and its copies marked “COPY” as appropriate. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.</p>
18.5	<p>The Proposals must be submitted no later than:</p> <p>Date: 21st MARCH 2024</p> <p>Time: 10.00 a.m.</p> <p>The Proposal submission address is: Director, Supply Chain Management, Procurement office, Marsabit County headquarters, P.O BOX 384-60500, Marsabit Email address: supplychain@marsabit.go.ke and drpnk@marsabit.go.ke.</p>
20.1	An online option of the opening of the Technical Proposals is offered: NO

	<p>The opening shall take place at: Street Address: COUNTY HEADQUARTER OFFICES Floor Number: GROUND FLOOR Room number: COUNTY PROCUREMENT BOARDROOM City: MARSABIT County: MARSABIT Country: KENYA Date: 21st MARCH 2024 Time: 10.00 a.m. <i>[The time should be immediately after the time for the submission deadline stated in 18.5, as extended]</i></p>
20.2	<p>In addition, the following information will be read aloud at the opening of the Technical Proposals: Bidder name, Number of copies of technical proposal, Whether financial proposal is enclosed and Number of pages of technical proposal.</p>
22.1	<p>Other eligibility and mandatory criteria shall be:</p> <ol style="list-style-type: none"> The Proposal is Sequentially Serialized from the first page to the last (in the format of 1 of x, 2 of x, 3 of x; where x is the total number of document pages including all attachments from the cover page to the last page) Firm has submitted a written Power of Attorney authorizing the signatory of the bid to commit the Bidder <i>Executed</i> by a Commissioner for Oaths. Firm has submitted a certified copy of Certificate of Incorporation by the Registrar of Companies. Firm has submitted a certified copy of valid Single Business Permit. Firm has submitted a copy of Valid Tax Compliance Certificate from the Kenya Revenue Authority. The procuring entity shall check the validity of the tax compliance via the TCC checker on www.kra.go.ke Firm has submitted Curriculum Vitae (CV) of the proposed Key Experts, signed by the respective Expert not earlier than the date of this invitation. Firm has submitted current Certified CR12 Certificate (dated within 12 Months before date of opening) from the Registrar of Companies. This should be provided with Identification Documents of Directors and all individuals listed on the CR12 (ID or Passport). Firm has submitted Pre-Bid Site Visit Certificate duly endorsed by PEA. (N/A) Firm has audited accounts for the last three years (2020, 2021, 2022 only). Firm has submitted a Technical Proposal complete with duly Filled, Signed and Stamped (With Company Seal/ Rubber Stamp) ALL Tendering Forms and Schedules given under Section 3 of the Request for Proposals document. Alteration of the formats of the Forms shall lead to disqualification. Firm has submitted duly filled and signed Declaration of Undertaking (KfW) Firm has submitted Confidential Business Questionnaires (CBQ) <p>All Certification of documents shall be executed by a Commissioner of Oaths Failure by the bidder to attach any of the above information shall constitute grounds for disqualification for being non-responsive.</p>

22.2	<p>The Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals:</p> <table border="1"> <thead> <tr> <th data-bbox="300 264 1246 309">DESCRIPTION</th><th data-bbox="1246 264 1481 309">SCORE</th></tr> </thead> <tbody> <tr> <td data-bbox="300 309 1246 439">(i) Specific experience of the Consultant, as a firm, relevant to the assignment= 10 points<i>(This criterion is evaluated on the basis of number of documents attached in accordance with format provided in form TECH-2)</i></td><td data-bbox="1246 309 1481 439"></td></tr> <tr> <td data-bbox="300 439 1246 707">Experience of the firm in undertaking similar assignments <i>(This parameter is evaluated on the basis no. of number of documents attached. (attach LSOs or Contract agreements and completion certificate for previous work done corroborated with LSOs or Contract agreement attached)</i></td><td data-bbox="1246 439 1481 707">10 Each set of documents presented carries 2 points.</td></tr> <tr> <td data-bbox="300 707 1246 819">(ii) Adequacy and quality of the proposed methodology and work plan in responding to the Terms of Reference (TOR)= 30 points</td><td data-bbox="1246 707 1481 819"></td></tr> <tr> <td data-bbox="300 819 1246 864">(a) Organization and Staffing</td><td data-bbox="1246 819 1481 864">5</td></tr> <tr> <td data-bbox="300 864 1246 954">b) Technical approach and methodology</td><td data-bbox="1246 864 1481 954">25</td></tr> <tr> <td data-bbox="300 954 1246 1021">c) Detailed work plan for the assignment</td><td data-bbox="1246 954 1481 1021">5</td></tr> <tr> <td data-bbox="300 1021 1246 1066">d) Comments on Terms of Reference (ToR)</td><td data-bbox="1246 1021 1481 1066">5</td></tr> <tr> <td colspan="2" data-bbox="300 1066 1481 1200">Total points for criteria (i) and (ii) 50</td></tr> <tr> <td colspan="2" data-bbox="300 1200 1481 1491"> <p>Notes to Consultant: <i>The Procuring Entity will assess whether the proposed methodology is clear, responds to the TOR, Workplan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the Workplan has right input of Experts.</i></p> <p>(iii) Key Experts' qualifications and competence for the assignment: <i>(Notes to Consultant: Each position number corresponds to the same for the Key Experts in Forms TECH-6A and TECH-6B to be prepared by the Consultant)</i></p> <p>Feasibility, Design and Construction Supervision Stage</p> <p>Each Consultant should estimate the necessary duration of services of each individual expert. However, the maximum time of assignment for the base period must not exceed 8 weeks for Feasibility and Design Stage, 12 weeks for Construction Supervision, and 12 weeks for Defect Liability Period. (The estimated total number of person-months is not specified.)</p> <table border="1"> <thead> <tr> <th data-bbox="300 1715 1246 1749">POSITION</th><th data-bbox="1246 1715 1481 1749">POINTS</th></tr> </thead> <tbody> <tr> <td colspan="2" data-bbox="300 1749 1481 1816">FEASIBILITY STUDY, DETAIL DESIGN AND TENDER DOCUMENTS PREPARATION PHASE</td></tr> <tr> <td data-bbox="300 1816 1246 2085"> Position M-1: Team Leader/ Design Water & Irrigation Engineer <ul style="list-style-type: none"> Qualifications and Skills At least a Master's degree in relevant field; Must be registered with Engineers Board of Kenya with valid practicing license. General Experience At least 5 years of post qualification experience. </td><td data-bbox="1246 1816 1481 2085">8</td></tr> </tbody> </table> </td></tr> </tbody> </table>	DESCRIPTION	SCORE	(i) Specific experience of the Consultant, as a firm, relevant to the assignment= 10 points <i>(This criterion is evaluated on the basis of number of documents attached in accordance with format provided in form TECH-2)</i>		Experience of the firm in undertaking similar assignments <i>(This parameter is evaluated on the basis no. of number of documents attached. (attach LSOs or Contract agreements and completion certificate for previous work done corroborated with LSOs or Contract agreement attached)</i>	10 Each set of documents presented carries 2 points.	(ii) Adequacy and quality of the proposed methodology and work plan in responding to the Terms of Reference (TOR)= 30 points		(a) Organization and Staffing	5	b) Technical approach and methodology	25	c) Detailed work plan for the assignment	5	d) Comments on Terms of Reference (ToR)	5	Total points for criteria (i) and (ii) 50		<p>Notes to Consultant: <i>The Procuring Entity will assess whether the proposed methodology is clear, responds to the TOR, Workplan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the Workplan has right input of Experts.</i></p> <p>(iii) Key Experts' qualifications and competence for the assignment: <i>(Notes to Consultant: Each position number corresponds to the same for the Key Experts in Forms TECH-6A and TECH-6B to be prepared by the Consultant)</i></p> <p>Feasibility, Design and Construction Supervision Stage</p> <p>Each Consultant should estimate the necessary duration of services of each individual expert. However, the maximum time of assignment for the base period must not exceed 8 weeks for Feasibility and Design Stage, 12 weeks for Construction Supervision, and 12 weeks for Defect Liability Period. (The estimated total number of person-months is not specified.)</p> <table border="1"> <thead> <tr> <th data-bbox="300 1715 1246 1749">POSITION</th><th data-bbox="1246 1715 1481 1749">POINTS</th></tr> </thead> <tbody> <tr> <td colspan="2" data-bbox="300 1749 1481 1816">FEASIBILITY STUDY, DETAIL DESIGN AND TENDER DOCUMENTS PREPARATION PHASE</td></tr> <tr> <td data-bbox="300 1816 1246 2085"> Position M-1: Team Leader/ Design Water & Irrigation Engineer <ul style="list-style-type: none"> Qualifications and Skills At least a Master's degree in relevant field; Must be registered with Engineers Board of Kenya with valid practicing license. General Experience At least 5 years of post qualification experience. </td><td data-bbox="1246 1816 1481 2085">8</td></tr> </tbody> </table>		POSITION	POINTS	FEASIBILITY STUDY, DETAIL DESIGN AND TENDER DOCUMENTS PREPARATION PHASE		Position M-1: Team Leader/ Design Water & Irrigation Engineer <ul style="list-style-type: none"> Qualifications and Skills At least a Master's degree in relevant field; Must be registered with Engineers Board of Kenya with valid practicing license. General Experience At least 5 years of post qualification experience. 	8
DESCRIPTION	SCORE																										
(i) Specific experience of the Consultant, as a firm, relevant to the assignment= 10 points <i>(This criterion is evaluated on the basis of number of documents attached in accordance with format provided in form TECH-2)</i>																											
Experience of the firm in undertaking similar assignments <i>(This parameter is evaluated on the basis no. of number of documents attached. (attach LSOs or Contract agreements and completion certificate for previous work done corroborated with LSOs or Contract agreement attached)</i>	10 Each set of documents presented carries 2 points.																										
(ii) Adequacy and quality of the proposed methodology and work plan in responding to the Terms of Reference (TOR)= 30 points																											
(a) Organization and Staffing	5																										
b) Technical approach and methodology	25																										
c) Detailed work plan for the assignment	5																										
d) Comments on Terms of Reference (ToR)	5																										
Total points for criteria (i) and (ii) 50																											
<p>Notes to Consultant: <i>The Procuring Entity will assess whether the proposed methodology is clear, responds to the TOR, Workplan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the Workplan has right input of Experts.</i></p> <p>(iii) Key Experts' qualifications and competence for the assignment: <i>(Notes to Consultant: Each position number corresponds to the same for the Key Experts in Forms TECH-6A and TECH-6B to be prepared by the Consultant)</i></p> <p>Feasibility, Design and Construction Supervision Stage</p> <p>Each Consultant should estimate the necessary duration of services of each individual expert. However, the maximum time of assignment for the base period must not exceed 8 weeks for Feasibility and Design Stage, 12 weeks for Construction Supervision, and 12 weeks for Defect Liability Period. (The estimated total number of person-months is not specified.)</p> <table border="1"> <thead> <tr> <th data-bbox="300 1715 1246 1749">POSITION</th><th data-bbox="1246 1715 1481 1749">POINTS</th></tr> </thead> <tbody> <tr> <td colspan="2" data-bbox="300 1749 1481 1816">FEASIBILITY STUDY, DETAIL DESIGN AND TENDER DOCUMENTS PREPARATION PHASE</td></tr> <tr> <td data-bbox="300 1816 1246 2085"> Position M-1: Team Leader/ Design Water & Irrigation Engineer <ul style="list-style-type: none"> Qualifications and Skills At least a Master's degree in relevant field; Must be registered with Engineers Board of Kenya with valid practicing license. General Experience At least 5 years of post qualification experience. </td><td data-bbox="1246 1816 1481 2085">8</td></tr> </tbody> </table>		POSITION	POINTS	FEASIBILITY STUDY, DETAIL DESIGN AND TENDER DOCUMENTS PREPARATION PHASE		Position M-1: Team Leader/ Design Water & Irrigation Engineer <ul style="list-style-type: none"> Qualifications and Skills At least a Master's degree in relevant field; Must be registered with Engineers Board of Kenya with valid practicing license. General Experience At least 5 years of post qualification experience. 	8																				
POSITION	POINTS																										
FEASIBILITY STUDY, DETAIL DESIGN AND TENDER DOCUMENTS PREPARATION PHASE																											
Position M-1: Team Leader/ Design Water & Irrigation Engineer <ul style="list-style-type: none"> Qualifications and Skills At least a Master's degree in relevant field; Must be registered with Engineers Board of Kenya with valid practicing license. General Experience At least 5 years of post qualification experience. 	8																										

<ul style="list-style-type: none"> • Specific Professional Experience At least 3 years professional and practical experience Must have held a similar position for at least three (3) years, similar assignment delivered within time and cost. 	
Position M-2: Hydrogeologist <ul style="list-style-type: none"> • Qualifications and Skills At least a degree in relevant field; Must be registered as a hydrogeologist with the Water Resources Authority (WRA). • General Experience At least 5 years post qualification experience. • Specific Professional Experience At least 3 years professional and practical experience Must have held a similar position for at least three (3) years, similar assignment delivered within time and cost. 	4
Position M-3: Hydrologist <ul style="list-style-type: none"> • Qualifications and Skills At least a Bachelor's degree in Hydrology or related field; Must be registered as a hydrologist with Water Resources Authority (WRA). • General Experience At least 5 years post qualification experience. • Specific Professional Experience At least 3 years professional and practical experience Must have held a similar position for at least three (3) years, similar assignment delivered within time and cost 	4
Position M-4: Sociologist <ul style="list-style-type: none"> • Qualifications and Skills A minimum of Bachelor's degree in Sociology/Social Studies/Social Sciences from a recognized University • General Experience At least 3 years' post-qualification experience. • Specific Professional Experience At least 3 years professional and practical experience in social studies for infrastructural projects. 	5
Position M-5: ESHS Specialist <ul style="list-style-type: none"> • Qualifications and Skills At least a Bachelor's degree in Environmental Science, Conservation, Natural Resources Management or related field; • General Experience Minimum relevant experience of three (3) years; Must have held a similar position for at least three (3) assignments; • Specific Professional Experience <ul style="list-style-type: none"> • Must be registered as an Associate Expert or Lead with NEMA. • Experienced in organization, coordination and execution of Environmental and Social Impact Assessments (ESIAs); 	5 <i>(Must attain maximum possible score for qualification and skills- 3 marks)</i>
Position M-6: Surveyor <ul style="list-style-type: none"> • Qualifications and Skills At least a Diploma in Survey or related field; • General Experience Minimum relevant experience of three (3) years; Must have held a similar position for at least three (3) assignments. • Specific Professional Experience Must be conversant with leveling and topographic surveys. 	5

<p>Position M-7: CAD Specialist</p> <ul style="list-style-type: none">• Qualifications and Skills At least a Certificate in Computer Aided Design (CAD);• General Experience Minimum relevant experience of three (3) years; Must have held a similar position for at least three (3) assignments.• Specific Professional Experience Must be excellent in leveling and topographic surveys.	3																				
CONSTRUCTION SUPERVISION PHASE																					
<p>Position M-8: Team Leader/Resident Engineer</p> <ul style="list-style-type: none">• Qualifications and Skills At least a Master’s degree in relevant field; Must be registered with Engineers Board of Kenya with valid practicing license.• General Experience At least 5 years post qualification experience.• Specific Professional Experience At least 3 years professional and practical experience Must have held a similar position for at least three (3) years, similar assignment delivered within time and cost.	5																				
<p>Position M-9: Surveyor</p> <ul style="list-style-type: none">• Qualifications and Skills At least a Diploma in Survey or related field;• General Experience Minimum relevant experience of three (3) years; Must have held a similar position for at least three (3) assignments.• Specific Professional Experience Must be excellent in leveling and topographic surveys.	5																				
<p>Position M-10: Clerk of Works (3 No.)</p> <ul style="list-style-type: none">• Qualifications and Skills At least a degree in relevant field; Must be registered with Engineers Board of Kenya as a graduate engineer;• General Experience At least 5 years post qualification experience.• Specific Professional Experience At least 3 years professional and practical experience Must have held a similar position for at least one (1) year, similar assignment delivered within time and cost.	6																				
Total points for criterion (iii)	50																				
The number of points to be assigned to each of the above Key Experts positions shall be determined considering the following three sub-criteria and relevant percentage weights.																					
<table><tr><td>S/NO. STAFF</td><td>Years</td><td></td><td>Points</td></tr><tr><td>FEASIBILITY STUDY, DETAIL DESIGN, TENDER DOCUMENTS PREPARATION PHASE</td><td></td><td></td><td></td></tr><tr><td>1. Position M-1: Team Leader/ Design Water & Irrigation Engineer</td><td>5</td><td></td><td>8</td></tr><tr><td>Qualification and Skills</td><td></td><td></td><td>2</td></tr><tr><td>General professional experience</td><td></td><td></td><td>2</td></tr></table>		S/NO. STAFF	Years		Points	FEASIBILITY STUDY, DETAIL DESIGN, TENDER DOCUMENTS PREPARATION PHASE				1. Position M-1: Team Leader/ Design Water & Irrigation Engineer	5		8	Qualification and Skills			2	General professional experience			2
S/NO. STAFF	Years		Points																		
FEASIBILITY STUDY, DETAIL DESIGN, TENDER DOCUMENTS PREPARATION PHASE																					
1. Position M-1: Team Leader/ Design Water & Irrigation Engineer	5		8																		
Qualification and Skills			2																		
General professional experience			2																		

	Specific professional experience			4
	2. Position M-2: Hydrogeologist	5		4
	Qualification and Skills			1
	General professional experience			1
	Specific professional experience			2
	3. Position M-3: Hydrologist	5		4
	Qualification and Skills			1
	General professional experience			1
	Specific professional experience			2
	4. Position M-4: Sociologist	3		5
	Qualification and Skills			2
	General professional experience			1
	Specific professional experience			2
	5. Position M-5: ESHS Specialist	3		5
	Qualification and Skills			3
	General professional experience			1
	Specific professional experience			1
	6. Position M-6: Surveyor	3		5
	Qualification and Skills			2
	General professional experience			1
	Specific professional experience			2
	7. Position M-7: CAD Specialist	3		3
	Qualification and Skills			1
	General professional experience			1
	Specific professional experience			1
	CONSTRUCTION SUPERVISION PHASE			
	8. Position M-8: Team Leader/Resident Engineer	5		5
	Qualification and Skills			2
	General professional experience			1
	Specific professional experience			2
	9. Position M-9: Surveyor	3		5
	Qualification and Skills			2
	General professional experience			1
	Specific professional experience			2
	10. Position M-10: Clerk of Works (3 No.)	5		6
	Qualification and Skills			2
	General professional experience			2
	Specific professional experience			2
	TOTAL			50
	The minimum technical score required to pass is 70%			
23.2 and 23.3	Quality and Cost Based Selection (QCBS)			
23.4	An online option of the opening of the Financial Proposals is offered: NO			
24	Add Sub-Clause 24.4 to read “a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive. b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, sub-total and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead			

	to disqualification of the tender as non-responsive. and c) If there is a discrepancy between words and figures, the amount in words shall prevail.”
25.2	<p>For the evaluation, the Procuring Entity will include separate items of: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract’s invoices; and (b) all additional local indirect tax on the remuneration of services rendered by experts.</p> <p>If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized using the itemized list and included in the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Procuring Entity on behalf of the Consultant.</p>
26.1	The single currency for the conversion of all prices expressed in various currencies into a single one is: Kenya Shillings . The official source of the selling (exchange) rate is the Central Bank of Kenya (CBK) The date of the exchange rate shall be <i>[indicate date]</i> . <i>[This date shall not be earlier than four (4) weeks prior to the deadline for submission of proposals and no later than the date of the original validity of Proposals]</i>
29.1	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all other Proposals is calculated as following: $Sf = 100 \times Fm / F$, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: T = 0.80, and P = 0.20</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.</p>
31.1	The Standstill Period shall be: 14 Calendar days
D. Negotiations and Award	
32.1	Negotiations will be held on a date agreed upon by both parties but before Notification of Intent of Award and at the same address as “proposal submission address” indicated in Clause 20.1 of this Data Sheet. The aim is to reach agreement on all points of the assignment before signing a contract.
35.2	The Consultant shall commence the assignment within Seven (7) Calendar Days after order to commence is issued.
35.3	The Consultant shall submit a performance guarantee of 5% of the contract price from a financial institution regulated by Central Bank of Kenya within 14 days after notification of the award of the contract, valid for the contract period with an extra thirty (30) days. The guarantee shall be verified to confirm authenticity by the procuring entity.
36.1	<p>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as follows; Public Procurement Information Portal www.tenders.go.ke The publication will be done within 5 days after the contract signing</p> <p>Additional ‘Bid Evaluation Procedure’: Before the Announcement and Award Procedures, the Bid Evaluation Procedure Requires KfW No Objection to evaluation results.</p>
37.1	The procedures for making a Procurement-related Complaints are detailed in the “Procurement Regulations” available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke . If a Tenderer wishes to make a Procurement- related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or e-mail detailed above.

SECTION 3. TECHNICAL PROPOSAL – STANDARD FORMS

{Notes to Consultant shown in brackets {} throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

CHECKLIST OF REQUIRED FORMS

FORM	DESCRIPTION	
Forms for the Technical Proposal		
Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members.	
TECH-1	Technical Proposal Submission Form. If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement	
TECH-2	Consultant's Organization and Experience A brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment.	
TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Employer.	
TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
TECH-5	Work Schedule and Planning for Deliverables	
TECH-6A	Team Composition, Assignment, and Key Experts' Input	
TECH-6B	Curriculum Vitae (CV) For Key Experts	
TECH-7	Mandatory Support Documents	
TECH-8	Self-Declaration Form	
TECH-9	Tender-Securing Declaration Form {r 46 and 155 (2)}	
TECH-10	Declaration of Undertaking (KfW)	

FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: *[Name and address of Procuring Entity]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your RFP dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal in association/as a consortium/as a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: "of our letter of intent to form a joint venture" or, if a JV is already formed, "of the JV agreement"} signed by every participating member, which details the
likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

OR

{ If the Consultant's Proposal includes Sub-consultants, insert the following: } We are submitting our Proposal with the following firms as Sub-consultants: {insert a list with full name and address of each Sub-consultant.}

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Procuring Entity or maybe sanctioned by the PPRA.
- b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- c) We have no conflict of interest in accordance with ITC3.
- d) We meet the eligibility requirements as stated in ITC6, and we confirm our understanding of our obligation to abide by the Government's policy in regard to corrupt, fraudulent and prohibited practices as per ITC5.
- e) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, as well as laws against anti-competitive practices, including bid rigging in force in Kenya; we hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption or anti-competitive practices.
- f) We confirm that we are not insolvent, in receivership, bankrupt or on the process of being of being wound up.
- g) The Consultant shall declare in the Technical Proposal Submission Form, that in competing for and executing a contract, it shall undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against anti-competitive practices including bid-rigging.
- h) We are not guilty of any serious violation of fair employment laws and practices. We undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against collusive and anti-competitive practices, including bid rigging. To this effect we have signed the "Certificate of Independent Proposal Determination" attached below. We also undertake to adhere by the Code of Ethics for persons participating in Public Procurement and Asset Disposal Activities in Kenya, copy available from (*specify website*) during the procurement process and the execution of any resulting contract.

- (l) We, along with any of our sub-consultants are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA.
- (e) Except as stated in the ITC12 and Data Sheet, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause12 andITCClause29.3 and 29.4 may lead to the termination of Contract negotiations.
- (j) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (k) We understand that the Procuring Entity is not bound to accept any Proposal that it receives.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 32.2 of the Data Sheet.

We remain, Yours sincerely,

Authorized Signature *{In full and initials}*: Name and Title of Signatory:
Name of Consultant *(company's name or JV's name)*:
Contact information *(phone and e-mail)*:

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION

I, the undersigned, in submitting the accompanying TECHNICAL PROPOSAL SUBMISSION FORM to the _____

_____*[Name of Procuring Entity]*

for: _____*[Name and number of tender]* in response to the request for tenders made by: _____*[Name of Tenderer]* do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____*[Name of Tenderer]* that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - Has been requested to submit a Tender in response to this request for tenders;
 - could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
 - The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - The Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs(5)(a) or (5) (b)above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - prices;
 - methods, factors or formulas used to calculate prices;
 - the intention or decision to submit, or not to submit, a proposal; or
 - the submission of a proposal which does not meet the specifications of the request for proposals; except as specifically disclosed pursuant to paragraph(5)(b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this RFP relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph(5)(b) above;
8. The terms of the RFP have not been, and will not be, knowingly disclosed by the Consultant, directly or indirectly, to any competitor, prior to the date and time of the official proposed opening, or of the awarding of the Contract, which ever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph(5)(b) above.

Name _____

Title _____

Date _____

[Name, title and signature of authorized agent of Consultant and Date]

APPENDIX TO FORM OF PROPOSAL ON FRAUD AND CORRUPTION CLAUSE (for information)

(Appendix shall not be modified)

Purpose

The government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act (*no. 33 of 2015*) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

Requirements

The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts ,and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

Kenya's public procurement and asset disposal act (*no.33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:

- (1) a person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
- (2) A person referred to under sub section (1) who contravenes the provisions of that sub-section commits an offence;
- (3) Without limiting the generality of the subsection (1) and (2), the person shall be: -
 - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
 - b) if a contract has already been entered into with the person, the contract shall be avoidable;
- (4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
- (5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement—
 - i) Shall not take part in the procurement proceedings;
 - ii) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
 - iii) Shall not be a sub-contractor for the tender to whom was awarded contract, or a member of the group of tenderers to whom the contract was awarded, but the sub-contractor appointed shall meet all the requirements of this Act.
- (6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
- (7) If a person contravenes sub section (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer.
- (8) Incompliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:
 - a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
 - i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

- ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v) “obstructive practice” is:
 - i) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - ii) Acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:
- "fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- c) Rejects a proposal or award¹ of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
 - d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority (ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
 - e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers and their Sub-contractors, Sub- consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect² all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
 - f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

¹For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in A consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and(ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

FORM TECH-2: CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

Provide here a brief description of the background and organization of your company, and-in case of a joint venture-of each member for this assignment.

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last [.....] years.
2. List only those assignments for which the Consultant was legally contracted by the Procuring Entity as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their Curriculum Vitae (CV).
3. The Consultant shall substantiate their claimed experience by presenting copies of relevant documents such as the form of contract (not the whole contract), purchase order, service order, performance certificate, etc.; which shall be included in the proposal as part of *Form Tech 7 Mandatory Documentary Evidence*.

Assignment name:	Approx. value of the contract [KES, US\$ etc.]:
Country:	Duration of assignment (months):
Name of Procuring Entity:	Total N° of staff-months of the assignment:
Contact Address: Email:	Approx. value of the services provided by your firm under the contract:
Start date (month/year): Completion date:	N° of professional staff-months provided by associated Consultants:
Role on Assignment: (E.g. <i>Lead Member in ABC JV, or Sole Consultant</i>):	Name of senior professional staff of your firm involved and functions performed:
Narrative description of Assignment:	
Description of actual services provided by your staff within the assignment:	
Name of Consulting Firm:	Name and Title of Signatory:

FORM TECH-3: COMMENTS AND SUGGESTIONS

Form TECH-3: The Consultant to provide comments and suggestions on the Terms of Reference, counterpart staff and facilities to be provided by the Procuring Entity that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Procuring Entity, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{Include comments on counterpart staff and facilities to be provided by the Procuring Entity. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

FORM TECH-4: DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN

Form TECH-4: a description of the approach, methodology and work plan in responding to the terms of reference for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{The structure of your Technical Proposal:

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing}

- i) Technical Approach and Methodology. *{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TOR sin here.}*
- ii) Work Plan. {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Entity), and tentative delivery dates of their ports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form. }
- iii) Organization and Staffing. *{Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}*

FORM TECH-5: WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (D-..)	Months											
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL
D-1	{e.g., Deliverable #1: Report A												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	5)												
	6) delivery of final report to Procuring Entity}												
D-2	{e.g., Deliverable #2:.....}												
N													

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Procuring Entity's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

FORM TECH- 6A: TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)			
		Position		D-1		D-2		D-3	.....	D-...			Home	Field	Total
KEY EXPERTS															
M-1	{e.g., Mr. Abbbb}	[Team Leader]	[Home]	[2 month]		[1.0]		[1.0]							
			[Field]	[0.5 m]		[2.5]		[0]							
M-2															
M-3															
N															
										Subtotal					
NON-KEY EXPERTS															
N-1			[Home]												
			[Field]												
N-2															
N															
										Subtotal					
										Total					

1.For Key Experts, the input should be indicated individually for the same positions as required under the ITC Data Sheet 21.2

2.Months are counted from the start of the assignment/mobilization. One (1) month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.

3“Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in Kenya, or outside the normal residence of the Expert in Kenya or any other country outside the expert’s country of residence.



Full time input



Part time input

FORM TECH-6B: CURRICULUM VITAE (CV)

Position Title and No.	<i>{e.g., M-1, Team Leader}</i>
Name of Expert:	<i>{Insert full name}</i>
Date of Birth:	<i>{day/month/year}</i>
Country of Citizenship	

Education: *{List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}*

Employment record relevant to the assignment: *{Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous Procuring Entity's and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}*

Period	Employing organization and your title/position. Contact Information for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2011-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Bbbbbb, deputy manager]		

Membership in Professional Associations and Publications: _____

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved}	

Expert's contact information : (e-mail..... phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Procuring Entity, and/or sanctions by the PPRA.

Name of Expert _____ Signature _____ Date _____
{ day / month/year }

Name of authorized _____ Signature _____ Date _____

Representative of the Consultant

(the same who signs the Proposal)

FORM TECH-7: MANDATORY SUPPORT DOCUMENTS

[The Consultant shall use this form to submit all the required support documentary evidence as required in the RFP, especially the mandatory and eligibility criteria specified in the Data Sheet ITC 22.1]

- a) A **certified** copy of Certificate of Incorporation by the Registrar of Companies.

{Insert here a copy of certificate of incorporation or registration}

- b) A copy of **Valid Tax Compliance Certificate** from the Kenya Revenue Authority.

{Consultant to insert a copy of the tax compliance certificate from Kenya Revenue Authority or similar body in the case of foreign consulting firms}

- c) A **certified** copy of valid Single Business Permit.

{Insert here a copy of valid Single Business Permit}

- d) A valid **CR12 Certificate** (dated within 12 Months before date of opening) from the Registrar of Companies

- e) Firm has audited accounts for the last three years (**2020, 2021, 2022** only).

- f) Firm has submitted duly filled and signed Declaration of Undertaking (KfW)

- g) Firm has submitted Confidential Business Questionnaires (CBQ) in the format below.

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 in 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.....Mobile No.....
Nature of business.....
Current Trade License No.....Expiring date.....
Maximum value of business which you can handle at any one time Ksh.....
Name of your bankers.....Branch.....
Functioning e-mail address(es).....

PART 2 (a) – Sole Proprietor

Your name in full.....Age.....
Nationality.....Country of origin.....
Citizenship details.....

PART 2 (b) – Partnership

Name
Nationality Citizenship Details.....
Shares
1.
2.

PART 2 (c) - Registered Company

Private or Public

State the nominal and issue capital of the company

Nominal Kshs.....

Issued Kshs.....

Give details of all directors as follows:

Name	Nationality	Citizenship Details	Shares
1.			
2.			

Date.....Signature & Stamp of

Tenderer.....

If Kenyan Citizen indicate under Citizenship Details whether by Birth, naturalization or Registration

FORM TECH-8: SELF-DECLARATION FORMS

FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I,, of Post Office Box being a resident of
..... in the Republic of do hereby make a statement as
follows: -

- iii) THAT I am the Company Secretary/Chief Executive/Managing Director/Principal Officer/Director of (Insert name of the Company) who is a Bidder in respect of **Tender No.** for..... (Insert tender title/description) for..... *(Insert name of the Procuring entity)* and duly authorized and competent to make this statement.
- iv) THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
- v) THAT what is deponed to here in above is true to the best of my knowledge, information and belief.

.....
 (Title) (Signature) (Date)

Bidder Official Stamp

FORM SD2

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I, of P. O. Box.....being a resident of
..... in the Republic of do hereby make a statement as follows: -

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of.....
..... (*insert name of the Company*) who is a Bidder in respect of **Tender No.**
..... for (*insert tender title/description*)
for (*insert name of the Procuring entity*) and duly authorized and
competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or
fraudulent practice and has not been requested to pay any inducement to any member of the Board,
Management, Staff and/or employees and/ or agents of..... (*insert name of the Procuring*
entity) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any
member of the Board, Management, Staff and/or employees and/or agents of..... (*name of the*
procuring entity).
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders
participating in the subject tender.
5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

.....
(Title) (Signature) (Date)

Bidder Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I (person) on behalf of (***Name of the Business/ Company/Firm***) declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal Activities in Kenya and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory.....

Sign.....

Position.....

Office address..... Telephone.....

E-mail.....

Name of the Firm/Company.....

Date.....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name

Sign.....

Date.....

FORM TECH-9: TENDER-SECURING DECLARATION FORM {r 46 and 155(2)}

[The Bidder shall complete this Form in accordance with the instructions indicated]

Date:.....[insert date (as day, month and year) of Tender Submission]

Tender No.:.....[insert number of tendering process]

To:.....[insert complete name of Purchaser]

I/We, the undersigned, declare that:

1. I / We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser or the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation (s) under the bid conditions, because we—(a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. I / We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer (s), upon the earlier of:
 - a) Our receipt of a copy of your notification of the name of the successful Tenderer; or
 - b) Thirty days after the expiration of our Tender.
4. I/We understand that if I am /we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:

Capacity / title (director or partner or sole proprietor, etc.)

Name:

Duly authorized to sign the bid for and on behalf of:[insert complete name of Tenderer]

Dated on day of [Insert date of signing]

Seal or stamp

FORM TECH-10: DECLARATION OF UNDERTAKING (KfW)

Reference name of the Application/Offer/Contract:

("Contract")²

To: COUNTY GOVERNMENT OF MARSABIT

("Project Executing Agency")

1. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")³ subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.
2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:
 - 2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganization or being in any analogous situation;
 - 2.2) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union or Germany for involvement in a criminal organization, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
 - 2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests (*in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*);
 - 2.4) having been subject, within the past five years to a Contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
 - 2.5) not having fulfilled the applicable fiscal obligations with regard to the payment of taxes at the respective tax residence and in the country of origin of the PEA (*contractors based in Annex 1 countries (<https://www.consilium.europa.eu/de/policies/eu-list-of-non-cooperative-jurisdictions/>) must submit a fully completed and legally countersigned declaration of tax conformity (Appendix 1 to the Declaration of Undertaking) in addition to the Declaration of Undertaking at the time of award of the contract/contract review. This shall become an integral part of the contract. Failure to submit may result in exclusion from the awarding procedure. For contractors based in countries not listed as Annex 1 countries, only the Declaration of Undertaking must be submitted, and not the declaration of tax conformity*);
 - 2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debarr> or respectively on the relevant list of any other multilateral development bank (*in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*); or
 - 2.7) being guilty of misrepresentation in supplying the information required as a condition of participation in the Tender.

² Capitalised terms used, but not otherwise defined in this Declaration of Undertaking have the meaning given to such term in KfW's "Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries".

³ The PEA means the purchaser, the Employer, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services.

3. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:
 - 3.1) being an Affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
 - 3.2) having a business or family relationship with a PEA's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
 - 3.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the PEA;
 - 3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the PEA;
 - 3.5) in the case of procurement of Works, Plant or Goods:
 - i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;
 - ii. having been recruited (or being proposed to be recruited) ourselves or any of our Affiliates, to carry out works supervision or inspection for this Contract;
4. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the PEA, which will inform KfW, any change in situation with regard to points 2 to 4 here above.
6. In the context of the Tender Process and performance of the corresponding Contract:
 - 6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;
 - 6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and
 - 6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organization⁴ (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender based violence.
7. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an agent appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on the spot checks and to ensure access to sites and the respective project.

⁴ In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination.

8. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with Applicable Law, but in any case, for at least six years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with Applicable Law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the Applicable Law by the PEA and KfW.
9. Projects financed in whole or partly by KfW have to ensure compliance with the Environmental and Social Standards of the World Bank (WB ESS 1 – 10), including, but not limited to, issues of sexual exploitation and abuse and gender based violence. Contractors in KfW-financed projects shall consequently undertake in the respective Contracts to:
- (a) comply with and ensure that all their Subcontractors and major suppliers, i.e. for major supply items comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the respective Contract and the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties and;
- (b) implement any environmental and social risks mitigation measures, as identified in the environmental and social impact assessment (ESIA) and further detailed in the environmental and social management plan (ESMP) as far as these measures are relevant to the Contract and implement measures for the prevention of sexual exploitation and abuse and gender-based violence.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of⁵: _____

Signature:

Dated:

⁵ In the case of a JV, insert the name of the JV. The person who will sign the application, Bid or Proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder.

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

{Notes to Consultant shown in brackets {...} provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FORM	DESCRIPTION	
Forms for the Financial Proposal		
FIN-1	Financial Proposal Submission Form	
FIN-2	Summary of the Price Proposal	
FIN-3A	Summary of Costs	
FIN-3B (i) &(ii)	Breakdown of Remuneration	
FIN-3C	Breakdown of Reimbursable Expenses	
FIN-4	Administrative Costs	

FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

..... {Location, Date}
To: [Name and address of Procuring Entity]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for..... [Insert title of assignment]
in accordance with your Request for Proposal dated..... [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of..... {Indicate the corresponding to the
amount currency} {Insert amounts in words and figures}, including of all taxes in accordance with ITC24.2 in the
Data Sheet. The estimated amount of local taxes is..... {Insert currency} {Insert amount in words and
figures}.

{Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from
Contract negotiations, for the period of time specified in the ITC12.1 Datasheet.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or
submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address, Amount and Purpose of Commission of Agents, Currency or Gratuity

{If no payments are made or promised, add the following statement: "No commissions or gratuities have been or are
to be paid by us to agents or any third party relating to this Proposal and Contract execution."}

We understand you are not bound to accept any Proposal you
receive. We remain,
Yours sincerely,

Signature..... (of Consultant's authorized representative) {In full and initials}: Full name:
{insert full name of authorized representative} Title: {insert title/ position of authorized
representative}

Name of Consultant..... (company's name or JV's name): Capacity: {insert the person's
capacity to sign for the Consultant} Physical Address: {insert the authorized representative's address}
Phone: {insert the authorized representative's phone and fax number, if applicable} Email:
{insert the authorized representative's email address}

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power
of attorney to sign on behalf of all members shall be attached}

FORM FIN-2: SUMMARY OF PRICE PROPOSAL

Name of Activities	Currency	Amount (Kshs)
Sub-total 1: (a) + (b)		-
Add 10% Contingency of Sub-total 1		-
Add Administrative Costs [<i>as per FORM FIN-4</i>)]		-
Sub-total 2		-
Add 16% VAT of Sub-total 2		-
Grand Total: (In Words)	(In Figures)	

FORM FIN-3A: SUMMARY OF COSTS

Item	Currency(ies)	Amount
Remuneration (Feasibility Studies and Design Phase)		
Remuneration (Construction and Post Construction Phase)		
Reimbursable Expenses (Feasibility Studies and Design Phase)		
Reimbursable Expenses (Construction and Post Construction Phase)		
Sub-total 1: (a) + (b)		

FORM FIN-3B: BREAKDOWN OF REMUNERATION

i) Feasibility Studies and Design Phase

Name	Position (as in TECH-6A and TECH-6B)	Person-Month Renumeration Rate	Time Input in Person/Month (from TECH-6)	Total Amount Expected to be Paid
a) Key Experts				
i)				
ii)				
iii)				
iv)				
b) Non-Key Experts				
i)				
ii)				
iii)				
Sub-total: (a)				

ii) Construction and Post Construction Phase

Name	Position (as in TECH-6A and TECH-6B)	Person-Month Renumeration Rate	Time Input in Person/Month (from TECH-6)	Total Amount Expected to be Paid
a) Key Experts				
i)				
ii)				
iii)				
iv)				
b) Non-Key Experts				
i)				
ii)				
iii)				
Sub-total: (a)				

FORM FIN-3C: BREAKDOWN OF REIMBURSABLE EXPENSES

i) Feasibility Studies and Design Phase

S/N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	Total Amount (Kshs)
1.	{e.g., Per Diem}	{Day}			
2.	{e.g., Return Flight between ____ and ____}	{Ticket}			
3.	{e.g., Communication costs between ____ and ____}	{Trip}			
4.	{e.g., reproduction of ____}				
	{e.g., Office Rent}				
				
Sub-total: (b)					

ii) Construction and Post Construction Phase

S/N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	Total Amount (Kshs)
1.	{e.g., Per Diem}	{Day}			
2.	{e.g., Return Flight between ____ and ____}	{Ticket}			

3.	{e.g., Communication costs between ____and ____}	{Trip}			
4.	{e.g., reproduction of ____}				
	{e.g., Office Rent}				
				
Sub-total: (b)					

FORM FIN-4: ADMINISTRATIVE COSTS

DESCRIPTION		UNIT	QTY	RATE (KSHS)	AMOUNT (KSHS)
1.	Allow a Prime Cost Sum of Kshs 500,000 for the Engineer's Miscellaneous Account to be spent in whole or Part as directed by the Authorized Representative of the Procuring Entity.	Lump Sum	1	500,000	500,000
2.	Extra Over Item No. 1 above for Consultant's Overheads and Profits.	%	1		
TOTAL <i>[To be carried forward to Form FIN-2 of Standard Financial Proposal Submission Forms.]</i>					

SECTION 5. TERMS OF REFERENCE

FEASIBILITY STUDY, DETAILED DESIGN AND PREPARATION OF WORKS TENDER DOCUMENTS AND CONSTRUCTION SUPERVISION FOR WORKS FOR THE PROPOSED HULAHULA WATER SUPPLY PROJECT AT HULAHULA VILLAGE AND REHABILITATION OF JILO TONA WATER PAN IN DAKABARICHA VILLAGE

INTRODUCTION

General

The County Government of Marsabit is one of Project Executing Agency for Drought Resilience Programme in Northern Kenya (DRPNK), a programme jointly funded by German Development Cooperation through KfW bank and Government of Kenya. Objective of the programme is to strengthen Drought resilience and climate change adaptive capacities of pastoral and Agro-pastoral production systems and livelihoods in selected areas of the implementing counties on a sustainable basis by constructing/implementing and rehabilitating relevant infrastructure. More specifically, the programme seeks to improve: access to water for humans and livestock, food and crop basis, rural transport, access to market infrastructure and strengthen capacities of the project beneficiaries and stakeholders.

Marsabit County has a population of 459,785 people (2019 census data). The main economic activity of the population is pastoralism, with a minority practicing agro-pastoralism in parts of Moyale and Marsabit Central. Livestock production contributes 80% of income in pastoral livelihood zones, 16% rely on agro pastoral activities and 3% rely on other livelihood activities such as formal employment/fishing along Lake Turkana.


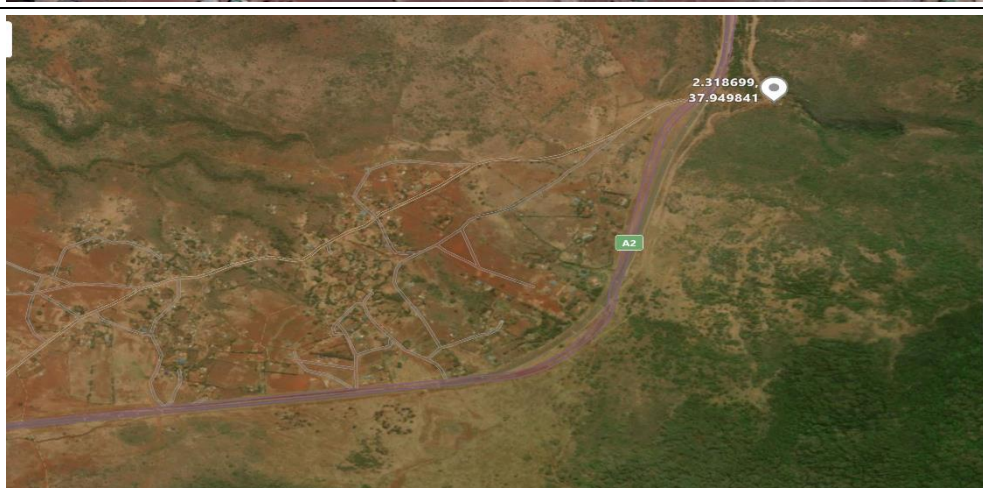
The County faces water scarcity largely attributed to aridity and frequent drought occurrence affecting rainfall and ultimately replenishment of water resources. Only 46.4% of the population have access to safe water. The water sources in the County are varied with 49% of population relying on boreholes, 19% on shallow wells, and 11% on water pans, 9% seasonal rivers and 5% springs among other sources. Due to this perennial water scarcity. The County Government of Marsabit intend to invest in surface water harvesting structures water pan in Dakabaricha Village and Water Supply Project in Hulahula Village in its bid to avail adequate and safe water for domestic and Livestock. The subject sites are situated in Marsabit Central and Karare Wards respectively in Saku Sub – County.

The National Water Harvesting and Storage Management Policy¹ (May 2010) is the current MWI's policy on water storage.

On the development of infrastructure, the policy principle is that the Ministry and other stakeholders shall undertake water harvesting and storage infrastructure planning, design, development and management based on the latest innovations, research, science, technology, information, and management and make use of the most appropriate and cost-effective best practices to optimize sustainability.

Location of the Assignment

The proposed water infrastructures are located in Marsabit County in Saku Sub- County in Jillo Tona and Hulahula. The specific project areas and targeted site include:

<p>JILLO TONA WATER PAN.</p> <p>Marsabit County, Saku Sub county, Marsabit Central ward, Dakabaricha village. The geo-location for the proposed rehabilitation of Jillo Tona water pan in Dakabaricha village is at 389917 E, 258250N (37 N, UTM WGS84). The project area is about 10km from Marsabit Town.</p>	
<p>HULAHULA WATER SUPPLY PROJECT</p> <p>Marsabit County, Saku Sub County, Hulahula village. The geo-location for the proposed water supply project is at 37.949841E, 2.318699N. The project area is about 15 km from Marsabit Town.</p>	

Status of the Project and Existing Studies and Permits

The proposed is meant to supply water for domestic, livestock, and if small irrigations for vegetables. The concept is born out of a feasibility study that was conducted in 2015 by GFA Consulting group and the specific needs of the beneficiaries were captured in Community Action Development Plan in 2021 by the CPCU and supported by ISC. The proposed project sites are located on community land. The community consent will be sought prior to implementation of works. Similarly, WRA Water Abstraction Permit will have to be provided prior to implementation of works.

The winning bidder under this consultancy shall be required to closely work with the counterpart Consultant undertaking Environmental and Social Impact Assessment (ESIA) for the purpose of integrating Environment and Social (E&S) aspect into feasibility study. This parallel Design and ESIA should be done by experts from both expert teams to meet in the field and guide each other on the specific aspects. The Consultant for the Feasibility study – Detailed Design and the Consultant for the ESIA of the project shall thus collaborate and incorporate mutual findings from the assignments, which will run concurrently.

DESCRIPTION OF THE PROJECT COMPONENTS

The proposed projects are all water related projects mainly for human consumption. The different interventions for the for the different sites are presented in the table below.

	Project name	Proposed works	Other auxiliary structures	Anticipated Activities
1	Jillo Tona water pan	Rehabilitation of a water pan.	Spill ways structure, cattle ramp, cattle trough, community water point, diversion structures, silt trap	Limited bush clearing, stripping of top soil, excavation works to up to 3M, construction of embankment
2	Hulahula Water Supply Project	Rehabilitation of existing water pipeline and Drilling and equipping of a new borehole and water storage.	Pumping Station, cattle trough, community water point.	<ul style="list-style-type: none">• Borehole;• Pipeline;• Solar powered pump;• Storage tanks;• Water Kiosks;• Fencing;• Cattle troughs

PURPOSE OF THE ASSIGNMENT

The purpose of the study is to assess the full extent and viability of opportunities for investment in water infrastructure within the villages of Dakabaricha and Hulahula in Saku Sub-county. This will strengthen drought resilience, climate change adaptive capacities of pastoral production systems and livelihoods on a sustainable basis. The goal of this exercise is to establish appropriate sites for construction of water infrastructure including detailed designs, preparation of the tender documents for works, construction supervision.

OBJECTIVE OF THE ASSIGNMENT

The objective of this assignment is to adequately prepare documentation for the development of water infrastructures in Dakabaricha and Hulahula in Saku Sub- County and assess its viability to the extent that it is ready for implementation and construction of civil works. The development options will place emphasis on efficiency that guarantees a technically, environmentally/socially, and economically viable water storage infrastructure. The objectives of the engineering services are:

- Carryout feasibility studies, prepare detailed designs, drawings, tender documents for works, bill of quantities, cost estimates, implementation and operation programmes;
- Supervision of construction works and ensure that they are carried out timely in accordance with specifications and in line with set budgetary provisions.

SCOPE OF CONSULTANCY SERVICES

Feasibility Study and Detailed Design

The Consultant shall review all available documentation and information prepared under earlier studies by the County Government, or with the assistance of other partners. The scope of services to be provided by the Consultant will be: -

- Detailed hydrological analysis;
- Detailed hydrogeological/geophysical site investigations in order to identify a suitable site for borehole drilling and development which will meet beneficiaries' objectives, field investigations and data analysis;
- Geological Survey (Trial Pits);
- Detailed topographical surveys;
- Delineation of the catchment areas and catchment areas;
- Detailed engineering design for the required water structures;
- Detailed design of a water supply system to utilize water from the water sources;
- Design and development of a solar powered pumping system;
- Survey for construction materials;
- Preparation of **confidential** engineer's cost estimates (Bill of Quantities – BoQ);
- Preparation of technical drawings:
 - ✓ All technical drawings including longitudinal profiles, layouts, cross-sections for all structures shall be prepared using ArcGIS and AutoCAD CIVIL3D software or any other appropriate software;
 - ✓ Appropriate maps from existing data covering the project area with a scale of 1:10,000/25,000 with 0.5 – 1.0 m interval contour lines will be used for the initial planning and feasibility. For detailed design, more detailed maps with scales of 1:2500/5000 and contour line intervals of 0.25-0.50 m will be used showing all existing features, soil test pits, benchmarks, major buildings, roads, water points, gullies, vegetation, project boundary etc.

- ✓ Further, the Consultant is expected to use modern survey equipment to produce digital terrain models with 0.5 m contours. These will be plotted at a scale of 1:500 to enable water structures layout to be designed in detail. For canal and pipeline profiles, horizontal and vertical scales are expected to be 1:2000 and 1:200 respectively. Notwithstanding, the Consultant shall use appropriate scales and formats especially for structural drawings that will provide sufficient details to allow quantity take-offs and determination of materials for use in cost estimation purposes with realistic accuracy.
- Preparation of tender documents for works in line with **FIDIC-Pink Book**.

In Carrying out siting of borehole in Hulahula village, the consultant is expected of the following but not limited to:

Equipment (To be Provided by the Consultants)

The hydrogeologist is expected to employ the use of:

- Electric Resistivity/IP Equipment. At least ABEM Terrameter/Earth Resistivity meter with accessories;
- Handheld GPS;
- GIS software;
- Geophysical interpretation software;
- Digital Camera;
- 1:25000 or 1:50000 topographic maps of the area;
- Any other equipment that the consultant will feel necessary for execution of the duty.

Approaches by the hydrogeologist

The hydro geological/geophysical investigations will be carried out following a multi-step approach but not limited to:

- i) A desk study and data-acquisition: Review of existing data, topographical maps, satellite images (Landsat TM with 30 m resolution), existing studies and borehole site investigations in the area, geological reports and maps (if available), borehole and surface water records, etc.;
- ii) Hydrogeological fieldwork: Detailed reconnaissance survey of project area. (GPS co-ordinates, water level measurements, TDS and EC, condition, usage and performance where applicable) inspection of geological, geomorphological and structural characteristics of the investigated area; verification of existing data and findings;
- iii) Geophysical measurements: resistivity/IP profiling and vertical electrical/IP soundings;
- iv) Analysis of hydro-geological/geophysical data;
- v) Compilation, analysis, and evaluation of the gathered data and information;
- vi) Site selection and reporting.

Borehole Siting: Geophysical & Hydrogeological Survey

The borehole will be sited with the aid of combined a hydro-geological and geophysical survey. Prior to the field investigations, a desk study shall be made of the available relevant information on hydrogeology, climate, existing water sources, drilling records, etc.

The field investigations will be undertaken by the Consultant, assisted by his team. The Consultant will be responsible for planning, execution and interpretation of all geophysical data, reporting and selection of the most suitable site for drilling.

Geophysical Survey

Geophysical survey will form the most important part of the borehole siting process. To carry out such surveys in the best and most economical way, the Consultant shall use his best professional judgment, and shall select the most appropriate methods and quantities that are applicable in the investigated area, but will fulfill any pre-set conditions by the Client.

For calibration purposes, resistivity/IP soundings and profiles will be carried out at any existing productive borehole sites (if any). These control measurements are especially relevant where little or no hydro-geological information is available in a new area.

The Consultant will set out (and, if necessary, mark and peg) a number of traverse lines for the execution of the geophysical surveys. Semi-permanent markers will be left on site, considering that the period between the geophysical surveys and drilling may be lengthy. A more permanent marker will be left at the proposed drilling site(s).

Vertical Electrical Sounding (VES)

The VES will provide quantitative information on the vertical layering within the surveyed area. The soundings will be carried out at anomalous points along the traverses, and other points of hydrogeological interest.

The Consultant will apply a Schlumberger measuring array. The current electrode spacing will be expanded to not less than 640 m at each VES point (AB/2 of 320 m.), where necessary and if applicable depending on space available. It should be noted that where the fresh basement probed at shallower depth, measurements will be terminated.

The Consultant may use his own standard data forms. All VES will be interpreted by the Consultant, initially in the field (qualitative) and subsequently by means of recognized modeling software (quantitative), and presented to the Client with the report. Interpretation will include a 1-D depth-resistivity/IP (Induced Polarization) model and the analysis of equivalent solutions. The IP analysis will also compliment resistivity models. The Consultant may use any software that will enable ease of interpretation.

All original data will be stored and clearly labeled for submission to the Client on program completion. In addition, all

data will be digitized and handed over to the Client on completion of the program in a CD. This will include the original data, the geophysical interpretation model, and the graphical plot of the curve and model.

The VES point selected as a potential water source site will be clearly marked and referenced to the appropriate source number on completion of development.

Site Selection

During the execution of the survey program, the Consultant will compile and interpret all the collected geophysical data. The available hydro-geological information and the evaluations will be presented in the final report.

Recommendations for any development technology other than a drilled borehole which may appear to be feasible at the site shall be made.

The sites for selected development shall be marked with a concrete marker.

Hydrogeological Reporting

The final reports will be a comprehensive account of the whole of the Consultant's program, to professional standard and in accordance with the new regulations from Water Resources Authority. They will review the existing literature and other relevant information, such as drilling logs, satellite images, etc. The report shall include all field data, interpretations and justifications, hydro-geological evaluations, conclusions and recommendations relating to the investigated area. In addition, appropriate maps, diagrams and data plots shall be presented. Of considerable importance will be an objective assessment of the applicability and success of the methods applied.

The table of contents of the final reports will contain the following:

- Introduction, review of previous studies and environmental background;
- Geology and hydrogeology (incl. Inventory of boreholes and other water points);
- Methods of investigations, including Geophysical Techniques
- Detailed resistivity/IP survey (Wenner & VES) to delineate the productive aquifer;
- Aquifer potential; sustainable yield & Water quality;
- Proposed drilling site;
- Proposed drilling method, and its applicability;
- Conclusion and recommendations.

Recommendations will be given on the most suitable site for borehole drilling, the required depth, water quality, design and installation details, and other relevant aspects. Based on the available hydro-geological and geophysical data, an assessment of the anticipated chances of success shall be made for each individual site.

The hydro-geological reports will give a detailed map delineating the investigated area, geology, aquifer properties (where known), location of measurements, and recommended drilling site. In addition, at least one photograph and a name of the local "personnel" who know the site will be included in the final reports.

All geophysical data, including its interpretation will be produced as an appendix to the final report.

Construction Supervision of Works

The scope of services for construction supervision is structured into two phases, which are Construction Supervision Post-Construction Services. The Consultant shall liaise closely with ISC and the PEA, with meetings held at least at monthly intervals. The meetings would be attended by members of the supervision staff as necessary and would have the objective of expanding on the contents of the progress reports and discussing any problems and financial matters. The Consultant's responsibility for the Works shall expire upon the issuance of the Final Acceptance Certificate by PEA in consultation with ISC. The Consultant shall supervise the contractor in executing all the works according to the contract signed, book of drawings, bill of quantities, technical specifications and FIDIC's conditions of contract. The consultant will carry out the following but not limited to:

- i) Hold start-up meetings with the contractor, stakeholders, ISC, and PEA;
- ii) Assist the contractor in the preliminary arrangements before construction works commence;
- iii) Monitor and advise on the timing and duration of activities in the construction Programme;
- iv) Monitor and advise on the costs of the construction Programme;
- v) Monitor and control the quantity and quality of materials for construction works;
- vi) Attend testing and commissioning of the works;
- vii) Ensure environmental protection measures are implemented to mitigate the negative impacts of construction;
- viii) Ensure that Health and safety laws and regulations are complied with;
- ix) Hold progress and site inspection meetings;
- x) Review claims and make recommendations to ISC and PEA;
- xi) Maintain adequate construction site records;
- xii) Review and approve the Contractor's construction and as-built drawings;
- xiii) Train PEA counterpart staff with on-the-job training;
- xiv) Provide the as-built drawings to ISC and PEA.

Post Construction Services

During this phase the Consultant's tasks shall include the following:

- i) Inspect the Works at appropriate intervals during the Contractor's Defects Liability Period; and, prior to expiration of the Defects Liability Period, prepare a final deficiency list, supervise remedial works, and recommend to ISC the date of the Final Inspection of the Works;
- ii) Carry out the Final Inspection of Works together with representatives of PEA and the ISC, and the Contractor;
- iii) Prepare and issue the Final Acceptance Certificate in consultation with ISC and the PEA and the collaborating agencies;
- iv) Prepare the Final Payment Certificate.

TRANSFER OF TECHNOLOGY

Throughout the review, preliminary, detail design and supervision, the consultant will involve two PEA engineers as counterparts at all the stages of the project. The consultant will prepare a detailed counterpart participation programme for the engineer. The transfer of technology will be carried out in the form of on-the-job training or as may otherwise be proposed.

SCOPE RELATED TO ESHS

The Consultant shall perform the detailed tasks related to managing Environmental, Social, Health and Safety (ESHS) impacts and risks as described and according to national regulations and requirements of KfW. This shall take into account ESHS related analysis of documentation which has been prepared for the Project in the preparatory stages.

The winning bidder under this consultancy shall be required to closely work with the counterpart Consultant undertaking Environmental and Social Impact Assessment for the purpose of integrating Environment and Social (E&S) aspect into feasibility study.

SPECIFIC DUTIES OF THE CONSULTANT

The Consultant will be expected to undertake the following tasks:

- i) A Preliminary Feasibility Study that will identify development options for the project area on the basis of water and land resources assessment among other important considerations;
- ii) Detailed Feasibility Study of the selected options;
- iii) Stakeholder involvement and input in the project preparation process, including selection of alternatives;
- iv) Detailed Design of the Optimum Development Plan recommended by the Feasibility Study and endorsed by beneficiaries / stakeholders on the basis of pre-set criteria;
- v) Preparation of technical drawings;
- vi) Preparation of a confidential Engineer's Cost Estimates;
- vii) Preparation of Tender Documents for Works for the project. These documents shall include but not limited to specifications, blank bill of quantities (BoQ), construction work Programme, among others;
- viii) Liaise with the Consultant who will be responsible for Environmental and Social Impact Assessment in line with environmental laws of Kenya;
- ix) Construction Supervision of Works;
- x) Monitoring of works during DLP;
- xi) Perform all other tasks, not specifically mentioned above, but which are necessary and essential to ensure the successful design, supervision, and control of all the construction activities, in accordance with the terms of the Works Contract.

In carrying out the studies, the Consultant will review and analyze all previous studies, data and information, particularly those on land and water resources, human resources, water development activities, social-economy, marketing, settlement patterns, land tenure, environmental issues and involvement of beneficiaries, especially women and youth, in activities within the study area. Information not available in exiting documentation will have to be complemented through field studies.

In general, the Consultant will be obliged to satisfactorily address the objective and scope of the assignment by carrying out the following tasks, among others required for the purpose.

SCHEDULE OF THE ASSIGNMENT AND REPORTING

The duration required to complete the assignment is Twenty (20) weeks long divided into two (2) phases. Phase One (1) which is Feasibility Study, Detailed Design and preparation of works Tender Documents for the proposed water infrastructure will take Eight (8) consecutive weeks and Phase Two (2) which entails Construction Supervision of works will take Twelve (12) consecutive weeks with additional Twelve (12) weeks of Defects Liability Period, during which time the Consultant will produce a series of reports.

Feasibility Study and Design Phase Reporting

During the Feasibility and Design phase, the Reporting requirements for the assignment is presented in the table below:

Activity	Date of submission	Number of hard copies	Number of soft copies
Inception Report	CD+1 week	3	1
Feasibility Study Report (The Consultant to liaise with Environmental and Social Consultant).	CD+3 weeks	3	1
Draft Detailed Design Report and Draft Tender Documents for Works	CD+6 weeks	3	1
Final Detailed Design Report and Tender Documents for Works	CD+8 weeks	3	1

*CD - Commencement Date

The Final Detailed Design Reports will be submitted after addressing comments on draft design documents at the end of the eight (8) weeks to the office of the Chief Officer, department of Agriculture. In addition, the Consultant shall adhere to the following:

- All reports shall be prepared in A4-size paper;
- Plans and drawings shall be prepared in A3 or A2 paper size;
- All soft copies of drawings shall be in AutoCAD Civil 3D;
- Raw survey data or any other data shall be submitted in MS Excel;
- Reports shall be submitted in both MS Word and PDF Format;
- All reports shall be in English language.

Please note that the reports including tender documents for works must be submitted separately for each site.

Construction Supervision and Post Construction Phase Reporting

The reports during Construction Supervision Phase include;

- Inception Report;
- Monthly Progress Reports;
- Final Completion Report.

All reports shall be in English language and 3 hardcopies, and 1 soft copy shall be submitted.

STAFF REQUIREMENTS AND QUALIFICATIONS

Staff requirements

To achieve the stated objective, the Client shall engage a qualified and experienced engineering consultancy firm to execute the assignment on a consultancy contract basis. The selected consultancy firm shall have a proven track record and extensive hands on experience in planning, design and construction supervision of water projects in arid and semi-arid areas in Kenya. The firm shall have good knowledge and understanding in working with pastoralists and agro-pastoralists in implementation of water projects in Northern Kenya or within the region. The Consultant's core team must possess the skills and expertise necessary for an efficient and effective delivery of outputs. While the range of required skills and expertise is by necessity extensive delivery of outputs, it is expected that the core team will be compact and comprise well credentialed and experienced multi-skilled individuals. The core team shall include, inter alia, expertise in the disciplines listed below. Other expertise deemed necessary, by the consultant, for the efficient conduct of this consultancy may be added to his staff for the assignment.

Feasibility, Detailed Design and Preparation of Tender Documents for Works Phase

The key staff expertise shall include;

- i) Team Leader/Water Design Engineer;
- ii) Hydrogeologist;
- iii) Hydrologist;
- iv) Sociologist;
- v) Environmental, Social, Health & Safety (ESHS) Specialist;
- vi) Surveyor;
- vii) Computer Aided Design (CAD) specialist.

Construction Supervision of Works Phase

The key staff expertise shall include;

- i) Team Leader/ Resident Engineer;
- ii) Clerk of Works;
- iii) Surveyor.

Feasibility, Detailed Design and Preparation of Tender Documents for Works Qualifications

i. Team Leader/ Design Engineer

The team leader must possess the following minimum requirement(s);

Qualifications and Skills

- At least a Master's degree in relevant field;
- Must be registered with Engineers Board of Kenya with valid practicing license.

General Experience

- At least 5 years post qualification experience.

Specific Professional Experience

- At least 3 years professional and practical experience
- Must have held a similar position for at least three (3) years, similar assignment delivered within time and cost.

ii. Hydrogeologist;

The hydrogeologist must possess the following minimum requirement(s);

Qualifications and Skills

- At least a degree in relevant field;
- Must be registered as a hydrogeologist with the Water Resources Authority (WRA).

General Experience

At least 5 years post qualification experience.

Specific Professional Experience

- At least 3 years professional and practical experience
- Must have held a similar position for at least three (3) years, similar assignment delivered within time and cost.

iii. Hydrologist

The hydrologist must possess the following minimum requirement(s);

Qualifications and Skills

- At least a degree in Hydrology or relevant field;
- Must be registered as a hydrologist with Water Resources Authority (WRA).

General Experience

At least 5 years post qualification experience.

Specific Professional Experience

- At least 3 years professional and practical experience
- Must have held a similar position for at least three (3) years, similar assignment delivered within time and cost.

iv. Sociologist

The Sociologist must possess the following minimum requirement(s);

Qualification and Skills

- A minimum of a Bachelor's Degree in Sociology/Social Studies/Social Sciences from a recognized University.

General Experience

- At least 3 years' post-qualification experience.

Specific Professional Experience

- At least 3 years professional and practical experience in social studies for infrastructural projects.

v. Environmental, Social, Health & Safety (ESHS) Specialist

The Environmentalist must possess the following minimum requirement(s);

Qualification and Skills

- At least a Bachelor's degree in Environmental Science, Conservation, Natural Resources Management or related field;

General Experience.

- Minimum relevant experience of three (3) years;
- Must have held a similar position for at least three (3) assignments;

Specific Professional Experience

- Must be registered as an Associate Expert or Lead with NEMA.
- Experienced in organization, coordination and execution of Environmental and Social Impact Assessments (ESIAs);

vi. Surveyor

The Surveyor must possess the following minimum requirement(s);

Qualification and Skills

- At least a diploma in Survey or related field

General Experience.

- Minimum relevant experience of three (3) years;
- Must have held a similar position for at least three (3) assignments.

Specific Professional Experience

- Must be excellent in leveling and topographic surveys.

vii. Computer Aided Design (CAD) specialist

The Surveyor must possess the following minimum requirement(s);

Qualification and Skills

- At least a Certificate in Computer Aided Design (CAD);

General Experience.

- Minimum relevant experience of three (3) years;
- Must have held a similar position for at least three (3) assignments.

Specific Professional Experience

- Must be excellent in leveling and topographic surveys.

Construction Supervision Qualifications

i. Resident Engineer

The Resident Engineer must possess the following minimum requirement(s);

Qualifications and Skills

- At least a Master's degree in relevant field;
- Must be registered with Engineers Board of Kenya with valid practicing license.

General Experience

- At least 5 years post qualification experience.

Specific Professional Experience

- At least 3 years professional and practical experience
- Must have held a similar position for at least three (3) years, similar assignment delivered within time and cost.

ii. Clerk of Works

The works inspector/ deputy resident engineer must possess the following minimum requirement(s);

Qualifications and Skills

- At least a degree in relevant field;
- Must be registered with Engineers Board of Kenya as a graduate engineer or Equivalent.

General Experience

- At least 5 years post qualification experience.

Specific Professional Experience

- At least 3 years professional and practical experience
- Must have held a similar position for at least one (1) year, similar assignment delivered within time and cost.

iii. Surveyor

The Surveyor must possess the following minimum requirement(s);

Qualification and Skills

- At least a diploma in Survey or related field

General Experience.

- Minimum relevant experience of three (3) years;
- Must have held a similar position for at least three (3) assignments.

Specific Professional Experience

- Must be excellent in leveling and topographic surveys.

The consultant shall propose the distribution of the input of key experts in **person-days**. As outlined in “Key Experts” as provided in Request for proposal document **FORM: TECH 6**.

The Consultant must provide a different staff member for each key role. **No dual roles shall be accepted.**

KEY OUTPUTS

Feasibility Study, Detailed Design, and Works Tender Documents Phase

The following shall be the Key outputs:

- Inception Report;
- Feasibility Study Report;
- Detailed Design Report;
- Engineering Drawings;
- Engineer’s Cost Estimates;
- Complete Set of Work Tender Documents.

Inception Report

The Consultant shall prepare and submit an inception report. This report shall comprise of a brief of the project, description of baseline information and project overview including summary of the initial perception or findings. The Consultant shall further give defined proposals covering the methodologies for undertaking the assignment and a detailed work program.

Feasibility Study

The Consultant shall prepare and submit a feasibility study report which shall contain but not limited to the following aspects:

- Introduction and background;
- Assessment of livestock and demography;
- Hydrological analysis;
- Socio-economic analysis;
- Propose development options for water infrastructure at the proposed sites;
- Action Development Plans.

Detailed Design Report

The Consultant shall prepare and submit a detailed design reports in the sets/volumes of main report, annexes, book of engineering drawings, engineer’s cost estimates and tender documents. These reports shall contain but not limited to the following aspects:

- Main report with background/introduction, design criteria, summary of annexes in separate chapters, conclusion, and recommendations;
- Topographical surveys;
- Designs of main reservoir structure;
- Detailed drawings showing plans, cross sections and reinforcement details
- **Confidential** Engineers cost estimates;

- Cost-benefit analysis;
- Annexes report shall include but not limited to the following studies/reports; hydrological analysis, geological analysis, soils analysis, topo-survey, financial & economic analysis, among others
- Technical specifications for works;
- Construction schedule/programme;
- Operation and maintenance plan;
- Elaborate implementation schedule for works.

Construction Supervision Phase Reporting

Inception Report

The Inception Report for the construction supervision services shall be submitted within one month after mobilization of the Consultant's supervision team, and shall include at least the following:

- The Consultant's state of mobilization;
- Any changes to the composition of the Consultant's team;
- Proposed methodology for carrying out the services, including quality, progress and cost control, and ensuring compliance with environmental, H&S, PHPSA Plan and other requirements;
- Proposed site communication procedures and record keeping;
- Detailed program of work, showing time, duration and personnel, as well as inter-relationship between activities;
- Format of Monthly Progress Reports.

Monthly Progress Reports

During Construction Phase, Monthly Progress Reports shall be submitted within five days after the end of each reporting period. These reports shall cover:

- Summary of relevant Consultant's and Contractor's Contract data, both financial and physical;
- Physical and financial progress of the Works and comparisons with as-scheduled progress, in tabular and graphical form;
- Quality of construction;
- Environmental, health and safety issues and mitigation measures;
- Discussion of major problems and recommendations to address same;
- Program for the coming month, and revised program for the completion of the Project, if any;
- Cash flow forecasts;
- Schedules of variations orders and claims;
- Activities of the Consultant;
- Activities of the Contractor;
- Information on Contractor's equipment, personnel and materials on site;
- Copies of site meetings;
- Photographs.

End of Defects Liability Period Report

This report shall be Submitted to the Client within two weeks after the end of the Defects Liability Period highlighting the activities and findings during DLP.

Final Completion Report and Final Statement of Account

Within one month after completion of the DLP, the Consultant shall prepare a Final Completion Report and Final Statement of Account which will form a comprehensive record of the construction works including any changes or modification of designs, problems encountered and solutions, recommended operational procedures, expenses and variations. The Final Report shall include the following among others:

- Financial and physical summary of the Works;
- Summary of contract data and variation orders;
- As-built drawings, in hard copies and softcopies;
- Copies of important Project records, properly indexed and presented as annexes to the Main Report;
- Relevant comments on the Project that may help in the future implementation of similar projects;
- Photographs.

Special Reports (If any)

In addition to the above reports, the Consultant shall prepare and submit to ISC other reports as necessary.

TENTATIVE WORK PROGRAMME

The tentative work schedule for the Consulting services is Twenty (20) weeks long divided into two (2) phases. Phase One (1) which is Feasibility Study, Detailed Design and preparation of works Tender Documents for the proposed water infrastructure will take Eight (8) consecutive weeks and Phase Two (2) which entails Construction Supervision of works will take Twelve (12) consecutive weeks with additional Twelve (12) weeks of Defects Liability Period, during which time the Consultant will produce a series of reports. The Consultant is expected to prepare and submit two detailed work programme in the format provided in the RFP.

REMUNERATION OF THE CONSULTANT

The amount and schedule of payments will be in accordance with the terms and conditions of the Contract Agreement to be made between the Consultant and the Employer. However, the following may be used as a guideline of the schedule of payments:

- i) The consultant's fees shall cover the wages and salaries of the entire staff of the consultants employed in the study. This will include all holidays and other benefits due to the staff and insurance coverage;
- ii) The consultant will include provision for all supporting staff and services necessary to carry out the work, hire of vehicles, procurement of equipment and direct costs for travel, freight, accommodation, report production etc;
- iii) The contract will be for a fixed sum and the consultants will not claim any additional payments to compensate for exchange rate fluctuations or price escalation;
- iv) In proposing the level, timing and type of professional staff inputs, the consultants will take due account of the requirements of the terms of reference and will consider all relevant factors that affect the cost of the study;
- v) To facilitate counterpart training and ensure effective and timely contribution towards acquisition of required information, data collection and field study participation and monitoring, the consultant will make a provision for establishment of a workstation for the counterparts at the main project office complete with basic computer hardware and software, printers, etc.

The amount and schedule of payment will be in accordance with the terms and conditions of the contract agreement finally made between the consultants and the Project Executing Agency (PEA). This notwithstanding, the following may be used as a guideline:

Feasibility Study, Detailed Design and Tender Documents

Payment Number	Event	% of Total Fees
1.	Submission and Acceptance of Inception Report	10
2.	Submission and Acceptance of Feasibility Study Report	25
3.	Submission and Acceptance of Draft Detailed Design Report and Tender Documents	25
4.	Submission and Acceptance of Final Detailed Design Report and Tender Documents	40

Construction Supervision of Works

Payment Number	Event	% of Total Fees
1.	Submission and Acceptance of Inception Report	20
2.	Works at 50% progress	30
3.	Works at 100 % progress	30
4.	Submission and Acceptance of Final Completion Report and Final Statement of Account	20

ORGANIZATION MANAGEMENT

- a) The County Project Coordination Unit (CPCU) and Implementation Support Consultant (ISC) will be directly responsible for the day-to-day supervision of the assignment. The ISC will be responsible for liaison between the PEA and the consultants, the day-to-day supervision of the study and the provision of any assistance to the consultants as required in the signed Contract Agreement.
- b) The CPCU will provide staff who will act as counterparts to the consultant personnel and as part of an on-going training process and also to ensure that the priorities of the County are reflected. The required counterparts will be discussed with the ISC and CPCU who will endeavor to make them available.
- c) The consultant shall appoint a team leader who will be responsible for liaison with the CPCU and ISC and for the organization and management of the consultant's study team. The consultancy contract will be let as a package including the provision of technical and support staff, provision of all surveys and supporting services, vehicles and equipment.

PROJECT MANAGEMENT

After mobilization of the selected Consultant, a kick off meeting between the Consultant and the Employer shall be organized. Introductions will also be made with representative E&S Consultant; communication protocols will be established between parties and collection of pertinent documents will commence.

Mid-term workshops will be organized to review submitted reports i.e. inception report, draft feasibility report and final detailed design report. The CPCU shall organize and coordinate all stakeholders' workshops/meetings.

An appropriate Monitoring and Evaluation System will be established by the M&E Consultant.

OBLIGATION OF THE CLIENT

In order to facilitate the smooth and effective implementation of the Study, the PEA will undertake the following measures:

- a) Nominate a counterpart group, including a project coordinator, and resolving any constraints arising during the Study period; provide, at their option counterpart Staff for on-the-job training;
- b) Ensure free access to all sites and locations connected with the execution of the assignment;
- c) Provide the Consultant with any assistance as may be necessary and in accordance with the Terms of Reference;
- d) Provide the Consultant with all documents, data, any existing photographs and other information pertaining to the assignment that are available at the PEA.

OBLIGATION OF THE CONSULTANT

- a) The consultant shall carry out the study in a professional manner in keeping with internationally accepted standards, using qualified and appropriate staff. They shall endeavor to implement the assignment with diligence and within the time agreed upon in the contract. In this regard the consultant shall give the PEA the full curriculum vitae of each of the members of the team it proposes for the assignment. The consultant and his staff shall work with the CPCU and ISC staff and provide on-job training if required, to staff identified by CPCU;
- b) The consultant shall be responsible for providing his staff salaries, benefits, welfare, freight and travel expenses including visas and any other expenses or allowances stipulated earlier. The consultant shall replace any staff member who is unable to carry out his work or is considered unsuitable by the PEA;
- c) The consultant shall be responsible for all his offices support costs, the cost of housing and other services for his staff and procurement and transport of all office technical equipment, machinery and hire of vehicles needed for the study;
- d) The consultant shall be responsible for arranging and meeting the cost of all supporting services for hydrological, topographic, soil survey, laboratory analysis, etc. and for printing of all reports;
- e) At the completion of the study, the consultant shall submit to PEA all documents, working files, calculations and computer data that have been produced during the study properly organized and filed. The engineers cost estimates shall be confidential;
- f) All information, Data and Reports obtained from the Government Ministries, Departments and Agencies in the execution of the services shall be properly reviewed and analyzed by the Consultant. The responsibility for the correctness of using such data shall rest with the Consultant. All such information, data, and reports shall be treated as confidential and returned to the Government upon completion of the assignment.

LOGISTICS

The details on how consultant shall organize their interventions is outlined in the obligation section of this document. Consultant is expected to make their own logistical arrangements including office space, vehicles, equipment etc.

RELEVANT DOCUMENTS

The Consultant shall access the following relevant documents as stated below;

	Document	Access from
1.	Community Action Development Plans	DRPNK Marsabit Offices
2.	DRPNK Feasibility Study Report (GFA Consulting Group, 2015)	DRPNK Marsabit Offices
3.	DRPNK Inception Report	DRPNK Marsabit Offices
4.	DRPNK Project Implementation Manual (PIM)	DRPNK Marsabit Offices
5.	DRPNK Environment and Social Management Framework (ESMF)	DRPNK Marsabit Offices
6.	KfW Sustainability Guidelines Toolkit	https://www.kfw-entwicklungsbank.de/PDF/Download-Center/PDF-Dokumente-Richtlinien/Nachhaltigkeitsrichtlinie_EN.pdf
7.	Public Procurement and Asset Disposal Act-2015	https://ppra.go.ke/ppda/
8.	KfW Guidelines for Procurement	https://www.kfw-entwicklungsbank.de/PDF/Download-Center/PDF-Dokumente-Richtlinien/Vergaberichtlinien-2019-Englisch-Internet_2.pdf

NOTIFICATION FORMS

1 NOTIFICATION OF INTENTION TO AWARD

Procuring Entity: _____ *[insert the name of the Entity]*

Contract title: _____ *[insert the name of the*

contract] RFP No: _____ *[insert RF Preference number]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) Request a debriefing in relation to the evaluation of your Proposal, and/or
- b) Submit a Procurement-related Complaint in relation to the decision to award the contract.

The successful Consultant

Name:	<i>[insert name of successful Consultant]</i>
Address:	<i>[insert address of the successful Consultant]</i>
Contract price:	<i>[insert contract price of the successful Consultant]</i>

(i) Short listed Consultants

[INSTRUCTIONS: insert names of all short-listed Consultants and indicate which Consultant submitted Proposals. Where the selection method requires it, state the price offered by each Consultant as readout, and as evaluated. Include overall technical scores and scores assigned for each criterion and sub-criterion.]

	Submitted Proposal	Overall technical score	Financial Proposal Price	Evaluated Financial Proposal Price (If applicable)	Combined Score and ranking (if applicable)
[insert name]	[yes/no]	Criterion (i): [insert score] Criterion (ii): [insert score] Criterion (iii): [insert score] <u>Sub-criterion a:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion b:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion c:</u> .....etc. Criterion (iv): [insert score] Criterion (v): [insert score] Total score: [insert score]	[Proposal price]	[evaluated price]	<u>Combined Score:</u> [combined score] <u>Ranking:</u> [ranking]
[insert name]	[yes/no]	Criterion (i): [insert score] Criterion (ii): [insert score] Criterion (iii): [insert score] <u>Sub-criterion a:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion b:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion c:</u> .....etc. Criterion (iv): [insert score] Criterion (v): [insert score] Total score: [insert score]	[Proposal price]	[evaluated price]	<u>Combined Score:</u> [combined score] <u>Ranking:</u> [ranking]
[insert name]	[yes/no]	Criterion (i): [insert score] Criterion (ii): [insert score] Criterion (iii): [insert score] <u>Sub-criterion a:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion b:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion c:</u> .....etc. Criterion (iv): [insert score] Criterion (v): [insert score] Total score: [insert score]	[Proposal price]	[evaluated price]	<u>Combined Score:</u> [combined score] <u>Ranking:</u> [ranking]
[insert name]	.....	....	....	....	.....

(ii) **Reason/s why your Proposal was unsuccessful** *[Delete if the combined score already reveals the reason].*

[INSTRUCTIONS; State the reason/s why this Consultant's Proposal was unsuccessful. Do NOT include: (a) a point by point comparison with another Consultant's Proposal or (b) information that is marked confidential by the Consultant in its Proposal.]

iii) **How to request a debriefing** *[This applies only if your proposal was unsuccessful as stated under point (3) above].*

DEADLINE: The deadline to request a debriefing expires at midnight on *[insert date]* (local time).

You may request a debriefing in relation to the results of the evaluation of your Proposal. If you decide to request a debriefing your written request must be made within five (5) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Consultant, contact details; and address the request for debriefing as follows:

Attention: *[insert full name of person, if applicable]*

Title/position: *[insert title/position]*

Agency: *[insert name of Procuring Entity]*

Email address: *[insert email address]*

Fax number: *[insert fax number] delete if not used*

If your request for a debriefing is received within the 5 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fourteen (14) Business Days from the date of publication of the Contract Award Notice.

(iv) How to Make a Complaint

DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, *[insert date]* (local time).

Provide the contract name, reference number, name of the Consultant, contact details; and address the Procurement-related Complaint as follows:

Attention: *[insert full name of person, if applicable]*

Title/position: *[insert title/position]*

Agency: *[insert name of Procuring Entity]*

Email address: *[insert email address]*

Fax number: *[insert fax number] delete if not used*

[At this point in the procurement process] [Upon receipt of this notification] you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

In summary, there are four essential requirements:

You must be an 'interested party'. In this case, that means a Consultant who has submitted a Proposal in this selection process and is the recipient of a Notification of Intention to Award.

The complaint can only challenge the decision to award the contract.

You must submit the complaint within the deadline stated above.

You must include, in your complaint, all of the information required by the Procuring Entity.

(v) Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on *[insert date]* (local time).

The Standstill Period lasts ---- (specify the number of business days as per Data Sheet 30.1) Business Days as specified in the Data Sheet after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens, we will notify you of the extension.

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of _____ *[insert the name of the Procuring Entity]:*

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

2 REQUEST FOR REVIEW

FORM FOR REVIEW (r.203(1))

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 ofdated the...day of20.....in the matter of Tender No.....of20..... for(Tender description).

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address.....P. O. Box 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.

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

- 1.
- 2.

SIGNED(Applicant) Dated on.....day of/...20.....

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on.....day of20.....

SIGNED

Board Secretary

3 LETTER OF AWARD

[use letterhead paper of the Procuring Entity] [date]_____To: _____ [name and address of the winning

Consultant] Subject: Notification of Award Contract No.....

This is to notify you that your Proposal dated_____ *[insert date]* for consulting services for *[name of the assignment]* as negotiated with you on_____ for the contract amount of _____ *[Insert amount in numbers and words and name of currency]* is here by accepted by our agency.

You are requested to:(i) sign and return the draft negotiated Contract attached here with within eight (8) Business Days from the date of receipt of this notification; and (ii) furnish the additional information on beneficial ownership in accordance with the Data Sheet of ITC 32.1 within eight (8) days using the Beneficial Ownership Disclosure Form, included in Section 7 of the Request of Proposals.

Authorized Signature:_____

Name and Title of Signatory:_____

Name of Agency:_____

Attachment: Draft Negotiated Contract

SECTION 6: CONDITIONS OF CONTRACT AND CONTRACT FORMS (SEPARATE DOCUMENT)

This section 'CONDITIONS OF CONTRACT AND CONTRACT FORMS' is an integral part of this RFP document and available as a separate document titled:

Draft Contract for Proposal for [Feasibility Study, Detailed Design and Preparation of Works Tender Documents and Construction Supervision for Works for the Proposed Hulahula Water Supply Project at Hulahula Village and Rehabilitation of Jilo Tona Water Pan in Dakabaricha Village.](#)

