

# **KERICHO WATER & SANITATION CO. LTD (KEWASCO)**



## **REQUEST FOR PROPOSAL (RFP)**

### **TENDER FOR DEVELOPMENT AND COMMISSIONING OF AN INTEGRATED WATER BILLING SOFTWARE AND ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM**

**TENDER NO. KWSC/1/2025-2026**

**TENDER CLOSING/OPENING DATE: 1<sup>ST</sup> OCTOBER, 2025 -TIME: 11.00 AM  
(EAT)**

## **SECTION 1 – REQUEST FOR PROPOSAL (RFP)**

**TENDER NO. TENDER NO. KWSC/1/2025-2026**

### **TENDER NOTICE**

Kericho Water and Sanitation Company Limited (KEWASCO) is a wholly owned Water Service Provider (WSP) company of the County Government of Kericho. KEWASCO invites sealed bids from eligible bidders for Development and Commissioning of an Integrated Water Billing Software and Enterprise Resource Planning (ERP) System.

Detailed Request for Proposal (RFP) documents detailing the requirements can be downloaded free of charge from our website; [www.kewasco.co.ke](http://www.kewasco.co.ke).

A completed Request For Proposal (RFP) **Technical Proposal** document in plain sealed outer envelope enclosing separately sealed envelopes (in "original" and "copy" properly bound) and a completed Request For Proposal (RFP) **Financial Proposal** document in plain sealed outer envelope enclosing separately sealed envelopes (in "original" and "copy" properly bound) shall be placed in an outer envelope, sealed and clearly marked, **"DO NOT OPEN" TENDER NO. KWSC/1/2025-2026 – DEVELOPMENT AND COMMISSIONING OF AN INTEGRATED WATER BILLING SOFTWARE AND ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM.** should be deposited in KEWASCO Tender Box at the Company's offices located at KERICHO WATER & SANITATION COMPANY Main office situated along Kericho-Nakuru Highway., or mailed to P. O. Box 1379-20200 Kericho to reach us on or before **1<sup>st</sup> October, 2025 at 11.00AM East Africa Time** and should be addressed to:

**The Managing Director,  
Kericho Water and Sanitation Company Ltd,  
P.O. Box 1379-20200,  
Kericho**

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## **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 KEWASCO under the Contract.
- e) "Contract" means a legally binding written agreement signed between KEWASCO 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 KEWASCO with proof of receipt.
- k) "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 KEWASCO for the performance of the Contract.
- l) "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.
- m) "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.
- n) "Letter of RFP" means the letter of invitation being sent by KEWASCO 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 KEWASCO 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 KEWASCO during the whole performance of the Contract.
- u) 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 KEWASCO and the Consultant, and expected results and deliverables of the assignment.

## **2. Introduction**

- 2.0 KEWASCO invites interested, eligible and qualified firms with relevant experience in similar undertakings to submit their bids for Supply, Installation, Configuration, Customization, Testing, Commissioning and Maintenance of an ERP System.
- 2.1 The Consultants are invited to submit a Technical Proposal and a Financial Proposal in separate envelopes.
- 2.2 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first-hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal.
- 2.3 KEWASCO 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 KEWASCO'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 KEWASCO any situation of actual or potential conflict that impacts its capacity to serve the best interest of KEWASCO. 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 shall 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 KEWASCO 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 KEWASCO'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 KEWASCO 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**

- 5.1 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, KEWASCO 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**

- 5.2 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. Collusive practices**

- 5.3 KEWASCO 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.
- 5.4 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, KEWASCO 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](http://www.cak.go.ke)
- 6.4 Public Officers of KEWASCO, 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](http://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 KEWASCO.
  - 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 KEWASCO shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. KEWASCO 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 KEWASCO 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 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 KEWASCO will make its best effort to complete the negotiations within the proposal's



validity period. However, should the need arise, KEWASCO 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 ITC 12.7.

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 KEWASCO 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 KEWASCO, 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 KEWASCO.

### **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 KEWASCO's address indicated in the Data Sheet. KEWASCO 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 KEWASCO 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, KEWASCO 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, KEWASCO 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 only if 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) KEWASCO may indicate in the Data Sheet the estimated amount or Key Experts' time input (expressed in person-month), or KEWASCO'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 KEWASCO 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 KEWASCO and a warning "DO NOT OPEN BEFORE **1st October, 2025 at 11: 00 AM**". 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 KEWASCO.
- 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, KEWASCO 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 KEWASCO no later than **1<sup>st</sup> October, 2025 at 11:00 AM**, or any extension to this deadline. Any Proposal or its modification received by KEWASCO 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 KEWASCO 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 KEWASCO 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 KEWASCO on any matter related to the selection process, it should do so only in writing.

## **20. Opening of Technical Proposals**

**20.1** KEWASCO'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). KEWASCO will open all tenders in the presence of tenderers' representatives who choose to attend, on 1<sup>st</sup> October, 2025 at 11:00 AM and in the following location. **KERICHO WATER & SANITATION COMPANY Main office situated along Kericho-Nakuru Highway.**

20.2 The envelopes with the Financial Proposal shall remain sealed and shall be securely stored by KEWASCO or with a reputable public auditor or independent authority until they are opened in accordance with ITC 22.

20.3 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 KEWASCO 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 ITC12.7. 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 KEWASCO'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.
- i) A short-listed firm has not participated in more than one proposal.
- 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.

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.

## **STAGE ONE: EVALUATION PROCESS**

### **23.1 Preliminary evaluation of open tenders**

The evaluation committee shall first conduct a preliminary evaluation to determine whether;

<b>S/No.</b>	<b>Description</b>	<b>YES/NO</b>
1.	The tender has been submitted in the required format;	
2.	Any tender security submitted is in the required form, amount and validity period;	
3.	The tender has been signed by the person lawfully authorized to do so;	
4.	The required number of copies of the tender have been submitted;	
5.	The tender is valid for the period required.	
6.	All required documents and information have been submitted	
7.	The Tender is complete	
8.	The tender is responsive.	

**Statutory / Mandatory requirements**

	Description	YES/NO
1.	Copy of Certificate of Company/Firm registration	
2.	Current and Valid Tax Compliance Certificate	
3.	Audited accounts for the last two years (2023,2024).	
4.	Details of directorship/ownership (CR12) with respective shareholding and details of citizenship	
5.	Duly signed commitment letter for one-year warranty provision and free maintenance and support for the same period.	
6.	Evidence of a permanent office for the bidding entity in the form of either office space lease/rent agreement with evidence of payment of rent/lease OR proof of ownership of the premise where the office is located which shall be in the form of a land ownership document in the name of bidding entity.	
7.	Statement of verification that the Firm is not debarred in the Matter of Public Procurement and Asset Disposal Act 2015.	
8.	Valid and current Business Permit	
9.	Copy of ICT Authority (ICTA) Systems and Applications Certificate, ICTA 1: Systems and Applications	
10.	Four Recommendation Letters from Water Service Providers providing Similar service supported by LPOs / Award letters. Addressed to Managing Director Kericho Water and Sanitation Company Ltd (KEWASCO)	

**Tenders which do not satisfy any of the above requirements (Preliminary evaluation of open tenders and Statutory / Mandatory requirements) shall not proceed to the next stage.**

**STAGE TWO: TECHNICAL EVALUATION**

The technical evaluation committee appointed by KEWASCO shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria provided. Each responsive proposal will be given a technical score (TS). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score.

In order to qualify for Financial evaluation bidders must achieve a minimum score of **70%** out of the maximum allocated points in the evaluation criteria. This will then be weighted using the formula:  $S/100 \times T = TS$ , where S is the Bidder's score, T is the technical weighted for technical evaluation and TS is the weighted technical score. The technical (T) and financial (F) evaluation will be allocated weights of 70% and 30% respectively

NB: Documentary evidence must be provided for each requirement – non- compliance shall lead to disqualification.

**CAPABILITY OF THE FIRM, PAST PERFORMANCE, METHODOLOGY AND DEMONSTRATION (TOTAL SCORE =70%)**

Item	Description	Total Marks
<b>Manufacturers' Letter of Authorization</b>	The bidder must provide a copy of certification /authorization form from the manufacturer or distributor to do business as an authorized vendor for the proposed solution. <b>(5 Marks)</b>	<b>5</b>
<b>Capability of The Firm, Past Performance</b>	<p><b>I.</b> The bidder should have been in operation as a supplier and/or installer of Enterprise Resource Planning and/or Integrated Information Management Systems of this kind for a minimum period of five (5) years, have operation in Kenya with minimum 5 years of experience. <b>(Certificate of incorporation as attached is used as proof) (5Marks)</b></p> <p><b>II.</b> Details of experience and past performance on at least Four (4) water and sanitation-based companies in Kenya, where the supply, installation and commissioning of a similar enterprise resource planning system has been done that best illustrate your ability to carry out this assignment.</p> <p>Provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted.<b>(5 Marks per Project)</b></p> <ul style="list-style-type: none"> <li>a) Name of Client and postal address</li> <li>b) Key contact person and telephone no.</li> <li>c) Physical address</li> <li>d) When was the assignment undertaken</li> <li>e) Description of the Assignment</li> <li>f) Approx. value of the contract in Kshs.</li> </ul> <p><b>Proof of such contracts is required (Attach completion certificates)</b></p>	<b>25</b>
<b>Adequacy of the proposed work plan and methodology in responding to the terms of reference</b>	<ul style="list-style-type: none"> <li>(a) Adequacy of the proposed methodology and work plan in responding to the <b>Terms of Reference (3marks)</b></li> <li>(b) Clear and concise project implementation/execution plans with logical sequence of tasks and milestones <b>(2marks)</b></li> <li>(c) Complete training plan for technical, super users and end users <b>(2marks)</b></li> <li>(d) Project organization chart with clear roles, responsibilities and reporting lines <b>(1marks)</b></li> </ul>	<b>10</b>



	(e) Testing plan and migration plan ( <b>1marks</b> ) (f) Vendor support mechanism( <b>1marks</b> )	
<b>Proposal and Methodology</b>	The proposal provides a clear approach in completing the work. (a) Detailed Project implementation plan is attached ( <b>3 Marks</b> ) (b) The bidder has indicated the shortest project implementation period ( <b>3 Marks</b> ) (c) Longer Project completion period ( <b>1 Marks</b> )	<b>7</b>
<b>Qualifications and specific experience of key staff for the assignment</b>	The Project team leaders with: a) At least five (5) years' experience with essential qualifications ( <b>2 Marks</b> ) b) At least two (2) team leaders one Master's degree in finance, accounting or business-related discipline, the other Master's degree in ICT or related discipline in managing Enterprise Resource Planning system installations and configurations. Attach CV, professional (certification) and academic certificates certified by the employee and bidding firm. ( <b>2 Marks</b> ) c) Less than 5 years' experience ( <b>1Marks</b> )	<b>5</b>
<b>Key Technical Personnel/Experts</b>	Technical specialists with at least five (5) years' experience installing and configuring Enterprise Resource Planning systems. The specialists should have the relevant certificates that indicate skills and training in installing, configuring and commissioning of ERP systems of a similar nature. Kindly attach CV's and both professional and academic certificates, certified CV by employee and bidding firm for; a) Software Engineer ( <b>4Marks</b> ) b) Solution Implementer ( <b>4Marks</b> ) c) Financial Consultant ( <b>3Marks</b> ) d) Database Expert/Administrator ( <b>3Marks</b> ) e) System Security Expert ( <b>3Marks</b> ) f) Business Intelligence Consultant ( <b>3Marks</b> )	<b>20</b>
<b>Business Support Capabilities</b>	Show proof of access to lines of credit or other financial resources ✓ Provide written evidence from a reputable financial institution ( <b>2 Marks</b> ) ✓ The tenderer must have an average annual turnover of at least Ksh 100M and at least 50% of the turnover must be attributable to sale, supply and implementation of ICT Systems. ( <b>8 Marks</b> )	<b>10</b>
<b>Clearly Defined Training and Maintenance Plan</b>	Provide a clear training and maintenance program with relevant areas of focus and timelines and provide evidence that they are accredited to offer ICT related trainings ✓ Provided a detailed training plan ( <b>2Marks</b> ) ✓ Provided a maintenance and support plan ( <b>2Marks</b> ) ✓ Accreditation to offer ICT trainings-( <b>4Marks</b> )	<b>8</b>
<b>Prototype Demonstration</b>	Attach Demo Links and demo credentials - Adequacy of the demonstration for the proposed prototype reflecting particulars of all business processes and user requirement; and the specific system terms of reference. ✓ System is easy to use and has a clean interface, uses web based technology and is mobile responsive ( <b>2Marks</b> )	<b>10</b>

	<ul style="list-style-type: none"> <li>✓ Seamless end to end demonstration of all processes <b>(2Marks)</b></li> <li>✓ The demonstrated system has robust business intelligence and reporting features <b>(2Marks)</b></li> <li>✓ The demonstrated system supports integration to other systems (internal and external) <b>(2Marks)</b></li> <li>✓ Demonstrate adequate security features <b>(2 Marks)</b></li> </ul>	
<b>TOTAL</b>	<b>100</b>	

The Bidders who score 70% and above will be deemed to be technically responsive and will be evaluated for responsiveness. Only the Financial Bids of those who have technically qualified shall be opened for further evaluation.

### **STAGE THREE: FINANCIAL EVALUATION**

Price comparison and the lowest tender figure from among the Bidders who qualify at the technical stage (70% and above) will be used as a base value for the calculation of the weighted score for each bidders using the weight „F“ shown above as follows: -  $LTF \times F = FS$

Where, TF is the tender figure under consideration, LTF is the lowest tender figure, F is the allocated weight for financial evaluation (30%) and FS is the weighted financial score.

### **STAGE FOUR: DUE-DILIGENCE (MANDATORY AND SCORING)**

Due-diligence will be conducted on the bidder who will have emerged a winner for verification of ongoing projects / current contracts or completed contracts where projects of a similar nature has been performed.

In case the report is not positive the second lowest responsive bidder will be considered for due diligence.

### **STAGE FIVE: RECOMMENDATION/AWARD**

Bidders with the highest combined scores (CS) will be recommended for award i.e.  $+F=1$  (CS) subject to the above stated conditions for award.

## **23. Public Opening of Financial Proposals**

### **23.1 Unsuccessful Proposals**

After the technical evaluation is completed, KEWASCO 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, KEWASCO 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 KEWASCO'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 KEWASCO 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 KEWASCO'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**

Where other currencies are used, KEWASCO will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

## **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 KEWASCO 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, KEWASCO 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 sand responsibilities and any other requirements of the RFP document.

27.3 After evaluation of the price analyses, if KEWASCO determines that the firm has failed to demonstrate its capability to perform the contract for the offered price, KEWASCO 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 KEWASCO is concerned that it (KEWASCO) 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, KEWASCO 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. KEWASCO may also seek written clarification from the Consultants on the reason or the high proposal price. KEWASCO shall proceed as follows:

- i) If the proposal price is abnormally high based on wrong estimated cost of the contract, KEWASCO may accept or not accept the proposal depending on KEWASCO's budget considerations.
- ii) If specifications, TOR, scope of work and/or conditions of contract are contributory to the abnormally high proposal prices, KEWASCO 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 KEWASCO determines that the Proposal Price is abnormally too high because genuine competition between Consultants is compromised (*often due to collusion, corruption or other manipulations*), KEWASCO 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. KEWASCO'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), KEWASCO'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 KEWASCO prior to notifications and invitation of Consultant for negotiations.

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

30.1 KEWASCO 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 KEWASCO 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 KEWASCO 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 KEWASCO 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, KEWASCO'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 were 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, KEWASCO 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 QB 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, KEWASCO 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, KEWASCO 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, KEWASCO 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, KEWASCO shall terminate the Consultant selection process. In that event, KEWASCO 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 initialed 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, KEWASCO 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, KEWASCO shall terminate the negotiations informing the Consultant of the reasons for doing so. KEWASCO will invite the next-ranked Consultant to negotiate a Contract. Once KEWASCO commences negotiations with the next-ranked Consultant, KEWASCO 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, KEWASCO shall send a Letter of Award to the successful Consultant. The letter shall confirm KEWASCO'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, KEWASCO shall publish the awarded Contract which shall contain, at a minimum, the following information: (a) name and address of KEWASCO; (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 KEWASCO, 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 KEWASCO'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 to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
<b>A. General Provisions</b>	
1.1	Electronic procurement system shall NOT be used.
2.1	<p>NITHI Water and Sanitation Company Limited</p> <p>The consultant selection method is:  [Procuring Entity to choose ONE of the selection methods by placing an X]</p> <p><b>Quality and Cost Based Selection Method (QCBS) [ X ]</b></p> <p>Quality Based Selection Method (QBS) [ ]</p> <p>Least Cost Selection Method (LCS) [ ]</p> <p>Consultant Qualification Selection Method (CQS) [ ]</p> <p>Fixed Budget Selection Method (FBS) [ ]</p> <p>Single Source Selection Method (SSS) [ ]</p>
2.2	Financial Proposal SHALL BE submitted together with Technical Proposal in separate envelopes: <b>YES.</b>
2.3	A pre-proposal conference will <b>NOT</b> be held.
1.5	Maximum number of members in the Joint Venture (JV) shall be: [0].
1.6	The business will be registered with ICT Authority (Kenya). ICTA1: Systems and Applications Level 1 Certificate
<b>B. Preparation of Proposals</b>	
2.1	<p>The Proposal shall comprise the following:</p> <p>1<sup>st</sup> Inner Envelope with the Technical Proposal:</p> <p>Power of Attorney to sign the Proposal</p> <p>TECH-1: Technical Proposal Submission Form1</p> <p>TECH-2: Consultant's Organization and Experience</p> <p>TECH-3: Comments and Suggestions</p> <p>TECH-4: Description of Approach, Methodology and Workplan</p> <p>TECH-5: Work Schedule and Planning for Deliverables</p> <p>TECH-6: Team Composition, Assignment, and Key Experts' Input</p> <p>TECH-7: Mandatory Documentary Evidence</p> <p>AND</p> <p>2<sup>nd</sup> Inner Envelope with the Financial Proposal:</p> <p>(1) FIN-1: Financial Proposal Submission Form</p> <p>(2) FIN-2: Summary of Costs</p> <p>(3) FIN-3: Breakdown of Remuneration</p> <p>(4) FIN-4: Breakdown of Reimbursable Expenses</p>
11.1	Participation of Sub-consultants, and Key Experts in more than one Proposal is NOT permissible.
11.2	Tender Security <b>Kshs. 800,000.00/=</b> in form of Bank guarantee and in the format

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	provided in the tender document only and must be valid for a period of 120 days from the date of the tender closing
12	Performance security shall be 10% of the tender sum in form of Bank guarantee only.
13.1	Clarifications may be requested no later than 7 days prior to the submission deadline. The contact information for requesting clarifications is <a href="mailto:tenders@kewasco.co.ke">tenders@kewasco.co.ke</a>
14 (d)	Key Experts shall <b>NOT</b> appear in more than one proposal.
16.4	The Financial Proposal shall be stated in the following currencies: The Financial Proposal SHALL state local costs in <b>Kenya Shillings</b> .
<b>C. Submission, Opening and Evaluation</b>	
17.1	The Consultants “SHALL NOT” have the option of submitting their Proposals electronically.
17.5	The Consultant must submit: (a) Technical Proposal: <b>One (1) original and One (1) copy;</b> (b) Financial Proposal: <b>One (1) original.</b>
18.5	Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and deposited in the Tender Box at <b>KEWASCO WATER &amp; SANITATION COMPANY Main office situated along Kericho- Nakuru Highway</b> , so as to be received on or before <b>1<sup>st</sup> October, 2025 at 11: 00 AM EAT TIME and should be addressed to;</b>  <b>The Managing Director, Kericho Water and Sanitation Company Ltd, P.O. Box 1379-20200, KERICHO.</b>
20.1	An online option of the opening of the Technical Proposals is <b>NOT</b> offered:  KEWASCO will open all tenders in the presence of tenderers’ representatives who choose to attend, on 1 <sup>st</sup> October, 2025 at 11:00 AM and in the following location. <b>KERICHO WATER &amp; SANITATION COMPANY, Main office –KEWASCO Plaza, along Kericho- Nakuru Highway.</b> The tenderers’ representatives who are present shall sign a tender opening register evidencing their attendance.
23.4	An online option of the opening of the Financial Proposals is <b>NOT</b> offered.
25.2	For the evaluation, KEWASCO 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.  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 KEWASCO on behalf of the Consultant.
26.1	Where other currencies are used, KEWASCO will convert those currencies to <b>Kenya</b>

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<b>Shillings</b> using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.
29.1 (QCBS only)	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:  <math>Sf = 100 \times Fm / F</math>, 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 = 70%  P = 30%</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: <math>S = St \times T\% + Sf \times P\%</math>.</p>
31	<p><b>The Standstill Period shall be: 14 days.</b></p> <p>The procedures for making a procurement related complaint are detailed in the Public Procurement and Asset Disposal Act and Regulations. If a Consultant wishes to make a procurement related complaint or appeal, the Consultant shall submit its complaint to the Public Procurement Administrative Review Board.</p>
<b>D. Negotiations and Award</b>	
36.1	<p>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following:  The publication will be done within <u>14</u> days after the contract signing</p>
37.1	<p>The procedures for making a Procurement-related Complaints are detailed in the "Regulations" available from the PPRA Website <b>www.ppra.go.ke</b> or email <b>complaints@ppra.go.ke</b>. 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 email to:</p> <p>For the attention: [insert full name of person receiving complaints]</p> <p>Title/position: [insert title/position]</p> <p>Procuring Entity: [insert name of Procuring Entity]</p> <p>Email address: [insert email address]</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ul style="list-style-type: none"> <li>(i) the terms of the Tender Documents; and</li> <li>(ii) KEWASCO's decision to award the contract.</li> </ul>

## SECTION 3. TECHNICAL PROPOSAL – STANDARD FORMS

### 1 FORMTECH-1: TECHNICAL PROPOSAL SUBMISSION FORM

The Managing Director,

Kericho Water and Sanitation Company Ltd,

P.O. Box 1379-20200,

**KERICHO.**

Dear Sirs:

We, the undersigned, offer to provide the consulting services for the **Development and Commissioning of an Integrated Water Billing Software and Enterprise Resource Planning (ERP) System** in accordance with your RFP dated 17th September, 2025 and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

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 KEWASCO 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 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 **www.ppra.go.ke** during the procurement process and the execution of any resulting contract.
- (I) 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. 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 and ITCClause29.3 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 KEWASCO 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,

Full Name: \_\_\_\_\_

Title of Signatory: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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}

## 2 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, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph(5)(b) above.

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

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

#### **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 KEWASCO under subsection (7) does not limit any legal remedy KEWASCO may have;
- (5) An employee or agent of KEWASCO or a member of the Board or committee of KEWASCO 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 KEWASCO;
- (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, KEWASCO:
  - 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:
    - vi) 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
    - i) 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 KEWASCO of the benefits of free and open competition.
- c) Rejects a proposal or award 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 inspect<sup>2</sup> 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.

### 3. 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 Five (5) years.

2. List only those assignments for which the Consultant was legally contracted by 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]
Country:	Duration of assignment (months):
Name of Procuring Entity:	Total No 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:	No of professional staff-months provided by associated Consultants:
Role on Assignment: (E.g. Lead Member in ABC JV, or Sole Consultant):	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:	

### 3. FORMTECH-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 KEWASCO that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by KEWASCO, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

B - On Counterpart Staff and Facilities (admin support, office space, equipment, data, reports, etc., if any)\_\_\_\_\_

#### **4. FORMTECH-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 TORs in 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 KEWASCO), and tentative delivery dates of their parts. 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.}

## 5. 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 KEWASCO'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.

# 6 FORMT ECH- 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															
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[Home]	[2 month]		[1.0]		[1.0]							
			[Field]	[0.5 m]		[2.5]		[0]							
K-2															
K-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

## 7. FORM TECH-6B: CURRICULUM VITAE (CV)

Position Title and No.	
Name of Expert:	
Date of Birth:	
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 Infor 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 KEWASCO, 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

## 8 **FORMTECH-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 21.1]*

1. Certificate of Company/Firm registration
2. Current and Valid Tax compliance certificate
3. Audited accounts for the last three years (2022, 2023, 2024).
4. Details of directorship/ownership with respective shareholding and details of citizenship
5. Duly signed commitment letter for one year warranty provision and free maintenance and support for the same period.
6. Proven physical location and address of the firm
7. Statement of verification that the Firm is not debarred in the Matter of Public Procurement and Asset Disposal Act 2015.
8. Power of attorney
9. Valid and current Business Permit
10. ICTA 1: Systems and Applications
11. Four Recommendation Letters from Water Service Providers providing Similar service
12. Certificate of Independent Proposal Determination

*(The Form is available on Tech FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM).*

**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: -

1. 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 KEWASCO) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. 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..... who is... a Bidder in respect of **Tender No. ....** for .....

..... (insert tender title/description) for ..... (insert name of 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 ..... 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 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)

(Signature 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.....

Email.....

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 .....(of Tender Submission)

Tender No.:.....

To:.....[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

#### **SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS**

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

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs -

<b>Description</b>	<b>Amount (Kshs.)</b>
Grand Summary Cost Table	
Supply and Installation Cost Summary Table	
Recurrent Cost Summary Table	



## 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.....  
in accordance with your Request for Proposal dated ..... and our  
Technical Proposal.

Our attached Financial Proposal is for the amount  
of.....  
{Amounts in words and figures}, including of all taxes in accordance with ITC24.2 in the Data  
Sheet. The estimated amount is inclusive of local taxes.

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 authorized representative):

Full name: ..... Title: .....

Name of Consultant.....

Capacity ..... {insert the person's capacity to sign for the  
Consultant}

Physical Address..... {authorized  
representative's address}

Phone: ..... Email: .....

{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 COSTS

### 1. Grand Summary Cost Table

		[insert: Kenya shillings] Price	[ Ksh] Price	[Ksh] Price
1.	Supply and Installation Costs (from Supply and Installation Cost Summary Table)	XXX	XXX	- -
2.	Recurrent Costs (from Recurrent Cost Summary Table)	- -	- -	- -
3.	Grand Totals (to Form of Tender)	XXX	XXX	

Name of Tenderer: \_\_\_\_\_

Date \_\_\_\_\_

Authorized Signature of Tenderer:

## 2. Supply and Installation Cost Summary Table

Line Item No.	Subsystem / Item	Supply and Installation Cost Sub-Table No.	[ insert: Kenya shillings] Price	[ insert: Local Currency] Price	[ insert: Foreign Currency A] Price
Eg 1.1	Supply, installation, configuration, customization, testing, commissioning and maintenance of an Enterprise Resource Planning (ERP) system per module	A	TTT	TTT	-
Eg 1.2		A	ZZZ	ZZZ	
SUB-TOTALS				WWW	
TOTAL (To Grand Summary Table)				XXXX	

**Note:** - Indicates not applicable. “Indicates repetition of table entry above. Refer to the relevant Supply and Installation Cost Sub-Table for the specific components that constitute each Subsystem or line item in this summary table.

Name of Tenderer: \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature of Tenderer:



### 3. Recurrent Cost Summary Table

Line Item No.	Subsystem / Item	Recurrent Cost Sub-Table No.	[insert: Kenya shilling] Price	[insert: Foreign A ] Currency Price	[insert: Foreign Currency B] Price
Eg Y.1	Eg Annual Maintenance and License costs	Eg B	Eg KKK	--	--
ETC	ETC				
	Subtotals (to Grand Summary Table)				

Note: Refer to the relevant Recurrent Cost Sub-Tables for the specific components that constitute the Sub system or line item in this summary table.

Name of Tenderer:\_\_\_\_\_

Date \_\_\_\_\_

Authorized Signature of Tenderer:\_\_\_\_\_

## **SECTION 5. TERMS OF REFERENCE**

### **Objectives of ERP Solution**

The main objective of investing in ERP based applications is to integrate all processes and systems.

The specific objectives include: -

- i. Implement a web-based Enterprise Resource Planning (ERP) system to automate and integrate all the KEWASCO's operations/processes.
- ii. Review of ALL the processes, workflows and any other workflow which departments shall suggest during the implementation.
- iii. Automate all approvals and workflows through the system
- iv. Centralized implementation to enforce necessary controls and facilitate integrated end to end enterprise solution, accurate and timely reporting.
- v. Dashboard capabilities to facilitate online status reporting and informed strategic management decisions.
- vi. Integrate with other new/existing systems and platforms e.g. Banks, IFMIS and any other systems that shall be found necessary for KEWASCO's operations.
- vii. Improve organizational productivity through the reduction of time spent on managing documents among others.
- viii. Provide periodical and ad hoc reports.

#### **5.1. Scope of Work**

In order for the KEWASCO to get maximum benefit from implementing this system, the successful bidder will be expected to: -

- i. Study the current environment and KEWASCO's processes;
- ii. Evaluate the existing systems and get a detailed understanding of the current KEWASCO's operations;
- iii. System analysis in relation to the KEWASCO's functions and procedures;
- iv. Analysis of the hardware for the new system: Provide specifications to the KEWASCO on the appropriate hardware requirements for the system. This includes server hardware and other peripheral devices specifications that may be needed for the new environment.
- v. Development, installation, customization, configuration, testing and commissioning of the ERP system based on the Proposed Functionalities detailed in this document within 12 months and in phases.

The vendor will be required to supply, develop, install, configure, test, commission, maintain and support the ERP modules and apply adequate patches, upgrades, utilities and tools to achieve full functionality as will be specified by the client.

- i. Preparation of a project proposal detailing implementation methodology, Training plans, timelines and milestones.
- ii. Training of staff on the system: This shall entail imparting skills required to enable users be able to understand and have knowledge of the ERP system. Technical training that will involve the provision of complete training of trainers on Administration of supplied ERP, system development and training on related software including databases.
- iii. The vendor should streamline integration of ERP solution with any existing system as may be required.
- iv. System data migration to the new system, test and implement the workflow solutions.
- v. Supply and install the required licenses and renewal program and the entitlements.
- vi. Provide annual support and maintenance of the entire system for at least TWO years.
- vii. Must be able to integrate with Microsoft Office suite like outlook, excel to collaborate effectively and share information.
- viii. Enable automatic offsite backup of the system.
- ix. Supply the system's documentation in the form of installation media, user manual and administration manuals.

#### **5.1.1. Deliverables**

- i. Inception Report giving a detailed understanding of the assignment.
- ii. A detailed work plan with the resource requirements schedule.
- iii. Functional Requirements Design
- iv. Installed and commissioned Enterprise Resource Planning System
- v. Training of administrators and end users
- vi. Well functional and tested System source code
- vii. System and User Manuals in hard and soft copy
- viii. Fortnight status reports
- ix. Risk management report
- x. Final project report
- xi. Warranty of 1 year i.e. User and System support
- xii. Proposed Hardware and Operating system requirements and specifications
- xiii. Utility Requirements (other components required for the system to function properly)

#### **5.1.2. Technology**

The bidder must define the technology platform(s) to be used to fully deliver their proposed solution. This should include:

- i. The proposed components of the system (Names and versions)
- ii. The application development environment.
- iii. The database proposed.
- iv. Operating system proposed.
- v. Client or end-user operating systems supported
- vi. The system must be scalable to accommodate growth in the user base as well as transactions.
- vii. Comment on how this can be realized.



- viii. Please elaborate on the open-endedness of the system to allow integration with other systems especially the e-government system.
- ix. Please describe the programming language/technology of the system.
- x. Setup of necessary IT security measures for the system;
- xi. Supply and installation/setup of the appropriate System, licenses and kits;
- xii. The system must be highly available with an uptime of at least 99.9% availability.
- xiii. Network environment(s) supported. Bidders are expected to advise and where necessary provide the minimum hardware specifications for the optimum operation of their solution.

For each SPECIFICATION, bidders are requested to provide a clear and concise explanation or provide across-reference to where that explanation or supporting information can be found in other part of the technical proposal.

#### **5.1.3. Technology Transfer**

As part of the implementation process, it is the hope of KEWASCO that its implementation personnel can gain significant expertise in both the technology used by the application as well as the inner workings of the application itself. It is our requirement that you ensure that the team is familiar with all aspects of your application.

#### **5.1.4. Data Conversion and Migration**

Bidders are required to create and submit a detailed technical proposal and duration for Data migration and conversion requirements from the existing ERP to the new system that contain all the necessary deliverables that the bidder will follow to ensure a smooth phased migration.

- ✓ Migration of data and synchronization from existing setup to new setup.
- ✓ Working with the ICT Division to move data from current applications and manual records to the new setup/ERP system.
- ✓ Co-ordinate with existing system administrators of existing setup to ensure smooth data archival, backup and replication.
- ✓ Responsibility of ensuring data synchronization lies with the bidder.

#### **5.1.5. Training**

The bidder will provide to KEWASCO a final system manual that is well detailed and it should be in soft copy. The bidder shall provide training to internal users that will contain and not limited to the following: -

- ✓ Shall provide training to the internal users in the operational and technical aspect of the ERP application being rolled out.
- ✓ Shall prepare the module specific training manuals and submit to the KEWASCO.
- ✓ The knowledge transfer shall include initial and ongoing training and skills development, training materials, operations manuals, procedure manuals and deployment/installation guide.
- ✓ Bidder shall ensure necessary environment setup, data creation to conduct end user training.
- ✓ Shall appoint trainers and organize training sessions on a timely basis and ensure that the attendance, performance evaluations are recorded from trainees.
- ✓ Shall provide certificate to the trainees on successful completion of the training for using the ERP application.

Following minimum training session needs to be conducted by Bidder after discussion with management:

	User Group	Type of Training	No. of Sessions
1.	Executive Management	The New version of the ERP system with KEWASCO test data.	One (1) session before the system goes live and acceptance of the system by the top management.
2.	Train the trainer (Business champions)	Hands on training to understand usage of all the features of the new product suite	Training workshop not less than 3 days
4.	Functional Users	Training ERP application users as per the module they each operate on.	Hands on training minimum 5 working days
5.	Administrators	Database Management Application Management Troubleshooting of the system Data Backup Full access to codes	Training workshop minimum 5 working days.

#### 5.1.6. ERP License

For purposes of assisting with estimation of configuration requirements, the following information may be used.

Total number of staff (with computing devices) in KEWASCO is approximately 100

The bidder is expected to propose a license structure which is most suitable to KEWASCO. The bidder should give a detailed description of the licensing regime for the ERP.

#### 5.1.7. System Management Annual Charges

Any charges such as annual maintenance, annual license fees and software support costs should be clearly stated. The privileges that will be experienced by subscribing to such annual charges should be clearly stated. E.g. Product upgrade at no additional cost etc.

#### 5.1.8. Estimated Implementation Schedule

Provide a detailed implementation schedule detailing the number of your staff required for timely project delivery, the number of KEWASCO staff required to facilitate timely project delivery, and services and material that is critical for the successful project implementation. Highlight the critical milestones that are expected during project implementation with the approach to be taken for a successful timely project implementation.

#### Technical Staff

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

#### **5.1.9. Post Stabilization**

- i. Bidder shall provide Product support after going live, as a part of this project by deputing technical and functional consultants at site for not less than one month after implementation.
- ii. During the stabilization period the bidder would help the KEWASCO to correct any troubleshooting while doing transactions or generating reports. The bidder will correct the user manuals and configuration manuals if required.
- iii. Any required configuration and/or customization required during this phase would be done by bidder without any additional cost to the client.

#### **5.1.10. Support and Maintenance requirements**

After completion of the project, continuing support and maintenance activities will be required from the Bidder for a period of time where the system will be on warranty and with continued support and maintenance. This would also include on-site support; hence the bidder must demonstrate availability of local support.

Bidders are required to provide a clause-by-clause response to the specifications in the given format. All bidders are expected to demonstrate and give detailed information on how their proposed system meets the requirements identified below:

## SECTION VI- TECHNICAL SPECIFICATIONS

KEWASCO seeks vendors for Supply, Installation, Configuration, Customization, Testing, Commissioning and Maintenance of an Enterprise Resource Planning (ERP) System. Below are the Modules to be setup in the ERP:

1. Finance and Accounting Module
2. Billing Management Module
3. Technical Management Module
4. Human Resource and Administrative Module
5. Procurement Management Module
6. Customer Relationship Management Module
7. Project Management Module

### Service Level Agreement (SLA) and Support Requirements

The objective of the Service Level and Support requirements is to ensure that the system implemented is adequately supported and that the system maintains the acceptable uptime levels.

No	Detailed Requirements
	The bidder MUST guarantee free support for the proposed system for at least one (1) year after commissioning.
	The bidder should furnish a maintenance schedule for the system so supplied.
	The bidder MUST test all the necessary interfaces and interconnection facilities which integrate the components of the proposed system.
	The bidder MUST commit to providing ongoing technical support for the tuning and re-configuration as requested from time to time once an SLA is signed before the expiry of the warranty period.
	The bidders shall propose a service level agreement that addresses the following: <ul style="list-style-type: none"><li>✓ Escalation matrix</li><li>✓ Contact persons</li><li>✓ Response time (2 hours)</li><li>✓ Proof of local presence</li><li>✓ Online support from manufacturer</li><li>✓ Any other related SLA requirements</li></ul>

### 6.1 Duration of the Implementation

It is envisaged that the system will be implemented in a phased methodology over a duration of **Three Years** from the date the contract is signed. However, this duration will be further discussed with the winning bidder during the inception meeting. Bidders are encouraged to propose an agreeable duration as may be practically possible while meeting all the requirements of the Terms of Reference. The project implementation duration does not include the warranty period, which will commence immediately after commissioning the system, for a period of **One (1) Year**.

### 6.2 Responsibility of client

The client shall undertake the following:

- ✓ Provide office space and other necessary tools
- ✓ Introduce the successful bidder to the key parties.
- ✓ Provide relevant documents that may be required.

- ✓ Provision of timely feedback.
- ✓ Payment of dues as per the contract.

### **6.3 Supervisory arrangements**

The consultant shall report to the Implementation Team headed by the Managing Director through the focal Project Management Team.

### **6.4 Insurance**

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

### **6.5 Assignment**

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

## **TECHNICAL SPECIFICATIONS: PARTICULARS FOR THE ENTERPRISE RESOURCE PLANNINGSYSTEM BUSINESS PROCESS & USER REQUIREMENTS DOCUMENT**

### **6.6 System and Service Requirements System Standards**

The system proposed should enable integrated real-time processing of all transactions including, but not limited to, the following:

- General Ledger
- Bank Reconciliation
- Accounts Receivable and Accounts Payable
- Assets Management
- Cost Accounting
- Financial Statements (Trial balance, Statement of financial position, Statement of cash flow)
- Payroll Processing
- Budget Preparation and Management
- Revenue and Cash Receipting
- Utility Billing
- Integrated Billing
- Ticketing for complaints
- Customer Care Management
- Automation of bills by SMS and Email
- Purchasing and procurement
- Fixed Assets Management
- Vendor management
- Asset Disposal and management
- Inventory management
- Tendering process
- Network Operations
- Water Management
- Water Quality
- Waste Water Management
- NRW- (Meter Management and Electromagnetic)
- Integration with others system
- GIS Operations

- Web Portal for Utility customers view their statement
- Security, Back up and access controls
- Employee Time Management
- Human Resource Management
- Training Management
- Payroll Management
- CSR Programs and Projects
- Pro Poor and Kiosks
- Plants or Sites
  - KEWASCO operates in a cloud based shared service environment.
  - The proposed ERP System must be operational in this environment.
  - The selected Contractor/Vendor must be our one point of contact for all System, installation, implementation, conversion, training, and project management needs relating to this project.
  - Proposed application System must, at a minimum, be capable of meeting the mandatory application System requirements indicated within this RFP on the attached spreadsheet "APPENDIX A and B". KEWASCO will, however, entertain proposals that will improve our processes based on Contractor expertise and recommendations.
  - Proposals must include a description of each System module including developer information, licensing options, description of integration with other proposed applications, and a summary of features. If the module does not meet KEWASCO's requirements, the bidder must state the costs and schedule to update the module to meet KEWASCO's specifications. The total costs of modifying the module must be fully itemized on the Bid Form included in this RFP.
  - Items not included in a Contractor/Vendor proposal must be clearly indicated. If desired, Contractor's may submit proposals for a System with limited functions. For example, certain invited Contractors may submit a proposal for System which performs functions limited to code enforcement and permitting. Contractors submitting such proposals shall clearly describe the functions which can be performed by the System and integration with other System products.

#### **6.7 Anticipated Number of Users**

Total number of staff in KEWASCO is approximately 186 Members of Staff. The bidder is expected to propose a license structure which is most suitable to KEWASCO. The bidder should give a detailed description of the licensing regime for the ERP.

- ✓ The majority of usage occurs between 8:00 a.m. and 6:00 p.m., Monday through Friday.
- ✓ There are times throughout the year when weekend and evening access is required.
- ✓ The Contractor should specifically indicate if there are times when the system cannot be accessed.

#### **6.8 Data Conversion**

- Contractors must indicate in the proposal the total cost to perform extensive data conversion services and a detailed description of the conversion services proposed including programming. It is the Contractor's responsibility to obtain the necessary information from KEWASCO to provide extensive data conversion services. The selected Contractor will be

responsible for the accuracy and reliability of the converted data. Mutually agreed specifications for the conversion services and testing procedures will be included in the contract.

### **6.9 Maintenance and Support**

KEWASCO places a high degree of importance on the maintenance and support a Contractor provides for its application System packages. The quality and cost of maintenance and support offered by a Contractor will be an evaluation criterion.

The maintenance agreements for each application System package will begin immediately upon the expiration of the warranties for that package; otherwise, these agreements will begin immediately upon acceptance of the package.

The selected Contractor must be willing to bear responsibility for any defects in the System that prevent the System from performing as designed including any consequential damage to data including erroneous, inaccurate, and unreliable data that is created by the System defect at no additional cost to KEWASCO.

Regular customer support must be available Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., East Africa Time.

The Contractor must describe the company's policy on maintenance and support, including costs, specifically addressing the following:

- How regular support is provided
- How after-hours support is provided
- How System defects are handled
- How and when System upgrades are provided
- Modifications required as a result of mandated state and/or federal requirements
- Custom modifications desired

### **6.10 Operations and Users Documentation**

The Contractor must furnish a complete description of the user manuals that will be provided for the operation and use of the proposed system. Describe the format in which the documentation will be provided: on-line, hard copy, or a combination of both. A sample of the Accounts Payable operations manual must be included with this proposal.

### **6.11 Project Management**

The selected Contractor is expected to assign a project manager. In the proposal, explain the company's policy regarding project management and provide the qualifications of the proposed project manager. Any additional costs associated with project management services must be itemized and included in the proposal.

KEWASCO reserves the right to approve the selection of the project manager and project management services. Therefore, project management services are subject to negotiation after the selection of a Contractor. Final agreements regarding project management services shall be included in the contract for service.

### **6.12 Implementation and Training**

The Contractor must provide a detailed plan for implementing the proposed ERP system. This information must include:

- ✓ Project organization chart
- ✓ Detailed implementation methodology



- ✓ Detailed conversion methodology to provide the necessary levels of data conversion of as much data as possible from the current applications to the new system

Conversion support and methodology should include conversion of the following data:

- Contractor Master File
- Accounts Payable Check History File
- Bank Reconciliation Master File
- Fund Ledger Master File (Includes: Accounts, budgets, and balance forward)
- Fund Ledger History File (Includes: Account activity history for current fiscal year and at least one prior fiscal year, preferably two prior years)
- Fund Ledger Encumbrances / Open Purchase Order
- Accounts Receivable Master
- Accounts Payable Master File
- Customers Master file
- Utility Billing Master File
- Human Resource Master File
- Asset/Stores Management Master File
- Payroll Master file
- Supply chain Master file
- Procurement Master file
- Technical Management (Production and Distribution of Water and Waste Water) Master file
- Ticketing Master file
- Audit Trail Master File
- Project Management File
- Any Other files as above functions

Implementation and training plan, including estimated time-frame and deliverables for each stage of the project

Expected number of KEWASCO employees required at different stages/modules of the implementation process and for ongoing support

Level of expertise (e.g., novice, proficient or advanced) required of KEWASCO staff for conversion and implementation, report writer, database and other system component maintenance, and for implementation and maintenance of hardware and System

- ✓ Overview of proposed training, including options for on-site or training center services, end users and data processing personnel
- ✓ Sample training manual or class outlines
- ✓ Describe your company's training methodology and primary concepts used
- ✓ Describe training assessment and evaluation procedures.

### **6.13 Exceptions to the RFP**

The Contractor must itemize all exceptions to the specifications included in this RFP on the section by number to which the exception is taken. Any RFP sections to which the Contractor does not take exception will be considered as being agreed upon by the Contractor.

### **6.14 Functional User Requirements**

ERP vendors selected would be expected to put a tick mark where appropriate against each and every

requirement in the table below for some technical evaluation. In this section, **FS** stands for **Fully Supported**, **PS** stands for **Partly Supported**, **C** stands for Customizable and **NS** stands for **Not Supported**. Vendor is encouraged to provide a comment in support of their assessment.

- ✓ System should be accessible through Remote Desktop Connection
- ✓ Support workflow
- ✓ Scalability
- ✓ Service oriented Architecture (SOA)
- i. The process will include analysis, design, installation, customization, Blue print, enhancement integration / interfacing, training and commissioning
- ii. Bidders must confirm their ability and commitment against each of the modules/ process requirement as detailed in functional requirement table.
- iii. Customization and Data Migration – KEWASCO by the nature of their functions may have specific processes that may require additional customization. In addition, bidders may be required to provide effective tool for data clean up.

## 6.15 TECHNICAL REQUIREMENTS

The Technical System Requirements provide the basic requirements that the system must possess. The requirements listed below will provide for the setup and operation of the system. Bidders MUST respond in writing (detailed sentence responses) in each table on the Bidders's response column. Responses such as marking compliant, partially compliant, non-compliant, (✓) or (X) shall be treated as INVALID entries and shall not be evaluated.

### 1.1 Technical Requirements for the ERP System

NO.	TECHNICAL SPECIFICATIONS	<i>Bidder's Response (Yes/No)</i>	<i>Comments/Remarks</i>
1	The ERP system must have capability to be viewed in different devices (mobile, tablet, computer) and operating systems without distortion of information and user interface		
2	Scalability and Performance – ERP system must have ability to scale up as and when new applications and services are added and transaction volumes increase without compromising the performance of the overall solution. It should provide for scale-up and scale-out on the Application, Web Servers, Database Servers, Application Integration Servers, and all other solution components		
3	Availability – solution should be designed to remove all single points of failure. The solution should provide the		

	ability to recover from failures, thus protecting against many multiple component failures		
4	Manageability – All the components of the ERP system should be able to be managed remotely. System to provide custom reporting of current and historical system performance parameters. Performance parameters to be tracked include resource utilization (CPU, Memory, Hard Disk, I/O, and Processes) uptime, throughput, device alerts/failure etc.		
5	Architecture - The system should support a multi-tier architecture with each tier fully independent. It should have the ability to integrate with Active Directory (for authentication) and email system and also provide a flexible API for system integration and application development.		
6	The system should provide a modular facility to customize the document management interface to meet specific functional requirements		
	<b>Security</b>		

7	<p>Login, password and user settings are limited to administrator role and define password strength and alerts to change password for a defined period</p> <p>Different confidentiality setting for groups and individuals to be managed by the administrator</p> <p>Modern threat protection, customizable content controls and an intuitive web-based console</p> <p>Configure violations to warn users, block the files from being posted and/or replace the files with custom text</p> <p>The system must support extensive audit trails at folder/aggregation of records level to the lowest object level for each action done by a particular user by stamping the user name, date and time</p> <p>The system should ensure that the audit trails remain unalterable</p> <p>Audit trail on users, functions accessed with details of transactions posted to a secure log file</p> <p>Maintain disk storage of audit trail log file (log password restricted) Provide system's security driven by roles, so as to reduce the number of security profiles that need to be maintained</p> <p>The system should have adequate data entry security controls, validation, check digit, etc.</p> <p>Definable password security permission with read, update, add, delete and post</p>		
	<b>System Integration</b>		
8	<p>Seamlessly integrate with relevant existing systems and allow for future integration too</p> <p>The solution/interface needs to be integrated with the back-end government systems (if any), among others for effective transfer/retrieval of information to and from the backend application</p>		

	<p>Should support both Synchronous and Asynchronous communication (message exchange) with the backend business applications</p> <p>The integration should enable system administrators to easily surface documents in the system, allowing them to:</p> <ul style="list-style-type: none"> <li>- Link to one or more individual documents selected from the system</li> <li>- Create lists of documents based on specific selection criteria e.g. library, folder or metadata</li> <li>- Insert links to individual documents inside rich text areas</li> <li>- Easily give access to documents in other systems by selecting libraries, for folders or individual files</li> </ul> <p>Allow users to edit and add documents directly to system</p>		
	<b>Workflow</b>		
9	<ul style="list-style-type: none"> <li>- The bidder is to automate all the processes</li> <li>- Develop workflow for each of the processes and allow for proper management of the same. The workflow should be accessible anywhere.</li> <li>- The system should support authorized users to forward records/documents for approval in a predefined and flexible route.</li> <li>- Users in the workflow should be able to access the work items in their inbox and process them accordingly. These inboxes shall have the facility to categorize overdue work, pending work, all my work, work assigned, by filtering using the user login ID</li> <li>- The System should provide for hosting of commonly used forms and documents so that users can open, fill, sign and forward them for processing and online approval without printing them.</li> <li>- System should allow for digital signature for online approvals</li> <li>- Creation of different action codes (attributions) for different tasks</li> <li>- Automatic alerts e.g. e-mail, Short Message Service etc.</li> <li>- or notification for pending work to officers</li> <li>- Clear overview in one window of all attributions to a person or to a department (reminders diary)</li> <li>- Search for persons/departments and their attributed, closed, open and overdue attributions</li> <li>- Version control for documents</li> <li>- The Workflow solution shall support dynamic rights allocation on objects after receiving the work item. The rights</li> </ul>		

	<p>should be abled / disabled automatically as the letter is routed in the defined path.</p> <ul style="list-style-type: none"> <li>- The system should support time and event-based reminders and automatic escalations to relevant user after specified time intervals pending work items, completed items, items pending with specific users etc.</li> <li>- The system should provide a facility for assigning tasks and deadlines for users in a work flow.</li> <li>- The system should provide for the change of deadlines based on user requirements</li> </ul>		
	<b>Documentations</b>		
10	<ul style="list-style-type: none"> <li>- Provide technical documentation detailing how the system has been set up and how the various features will be utilized</li> <li>- Create backup and disaster recovery plan</li> <li>- Create documents and guides for day-to-day use of the system by end users</li> <li>- On-going support, user management and system administration</li> <li>- On-going maintenance of application and database server</li> <li>- Provide technical documentation detailing core integration</li> </ul>		
	<b>Notifications</b>		
11	The system should have a capability sending notifications to the relevant user/stakeholder		
	<b>Business Continuity</b>		
12	Ability to create scheduled backups of system data. System should allow different backups including daily, weekly among others as well as remote backups, online backups and multiple backups and real time replication		
13	Have multi-user capability: with many users logging in at the same time (Network operating systems and Database systems).		
14	The system be accessible over LAN and WAN using client server.		
15	Run on Relational Database Management System such as SQL, Oracle, Sybase, or DB2.		
16	Provide Detailed Operational and Maintenance Manuals and Online Reference Manual.		
17	Training Operators on daily operations of the system.		
18	Training IT staff on management and user support of the software.		
19	Capable of interfacing with the popular spreadsheets for production of ad hoc reports.		

20	Separation of business application system access and administration from that of Database Administration and Operating System access and administration.		
21	Extract, transform (where necessary) and load all existing Finance and Human Resource data from legacy automated systems, softcopy, printed files and other materials		
22	Transactions made in one module should be transparent to other modules		
23	The system should be modular allowing phased implementation of additional modules.		
24	The system must be adaptable and scalable with changing technology		
25	A comprehensive work plan showing the scheduling of project tasks and resource allocation.		
26	A clear statement to offer warranty for a period of one year and post warranty support.		
27	Vendors must have an existing helpdesk to provide 24X7 support for system to be offered by the bidder during the contract period		
28	Valid Dealership/Partnership agreement from the proposed OEM 's/manufacturer confirming authorization of the bidder to submit a bid (Exemptions will be made where the OEM manufacturer is the one bidding, though evidence will be expected)		
29	Software licensing clearly stated including annual maintenance if any.		
30	Draft 5 Year SLA attached in bid document		
31	The system should be user friendly, menu driven with extensive online help facilities.		
32	The system should have an extensive use of parameters and tables to ensure that the system is flexible to enable KEWASCO accommodate future changes.		
33	Reports:  Have ad hoc report writer that will enable KEWASCO to design and tailor existing reports to meet specific reporting requirements. Statutory and user defined reports and queries for each module		
34	Transaction Rollback After Crash, System Integrity Check for file and data corruption.		
35	Solution is web enabled and support XML and XHTML.		



36	Ability to integrate with existing email service		
37	Every subsystem/module should have an analytic dashboard and also have executive dashboard for senior management.		
38	Provide the ability for the System to be upgraded without loss of data or user defined fields.		
39	Ability to establish and assign common user profiles		
40	The system should be practical and easy to use for customers and KEWASCO staff involved in data collection, verification and enforcement.		
41	Provision of reports and dashboards for monitoring performance of core functions within KEWASCO		
42	Easy to use for KEWASCO and accessibility via different platforms such as Web, Android, Windows, iOS, and other platforms		
43	Vendor should provide the minimum and optimal technical specifications required for your proposed system, such as server, drive space, etc.		
44	Provision of training manuals/reference materials Support and maintenance		
45	Provide 24/7/365 99.9% availability of the system. A comprehensive 5 Year Service Level Agreement (SLA) to be provided by the bidder.		
46	Providing upgrades, troubleshooting and fixes to the system.		
47	Providing a help line which users of the system can call to report any problems		
48	<b>Cloud Hosting</b> The ERP will be hosted on Cloud. Bidder to provide technical specifications and architecture on the hosting platform proposed. Hosting cost to be included in the final bid pricing.		

## APPENDIX B: DETAILED TECHNICAL SPECIFICATION REQUIREMENTS KEWASCO ERP FUNCTIONAL REQUIREMENTS

	FUNCTIONAL REQUIREMENTS - FINANCE	Bidder's Response (Yes/No)	Comments/Remarks
	<b>General ledger</b>		
1	The system should have the ability to set up all the accounts needed in the chart of accounts and add more whenever necessary		
2	The system should have the ability to define fiscal year as beginning on any date and divide it into accounting periods		
3	The system should have the ability to view continually updated balances and net changes.		
4	The system should have the ability to create budgets in a matrix window, for a day, week, month, quarter, year, or any accounting period. Make budgets based on department, project, or business unit		
5	The system should have the ability to use Analysis Views to investigate relationships between dimensions and monitor performance		
6	The system should have the ability to attach an infinite number of dimensions to each budget entry		
7	The system should have the ability to use default dimensions effectively to avoid a lot of manual data entry and ensure that the desired dimensions data is always posted		
8	The system should have the ability to edit existing journals		
9	The system should have the ability to support reversal of journal entries.		
10	The system should have the ability to drill down from GL entries into supporting documentation/transactions (may be multi-level drill down) to see original entry		
11	The system should allow authorized users to post transactions to the current, future and previous periods throughout the system, with the appropriate approval and audit trails.		
12	The system should provide workflow capabilities for authorizations on transaction processing, journals, asset transfers, exception reports etc		
13	The system should provide flexible mechanisms for allocation of organizational costs to specified cost centers.		
	<b>Chart of Accounts</b>		
14	The system should have the ability to support segmented accounts with user defined lengths.		
15	The system should have the ability to provide at least three account segments to distinguish transactions per department and cost center.		
16	The system should have the ability to tag accounts as active or inactive.		
17	The system should have the ability to prevent posting to inactive accounts.		
18	The system should have the ability to support		

	alphanumeric account codes.		
19	The system should have the ability to support accounts grouping into liability and other liabilities, asset and other assets, equity/fund, income and other income and expenses accounts and other expenses		
20	The system should have the ability to summarize detail accounting information into multiple summary levels as needed		
21	The system should have the ability to restrict access to specific accounts as per pre-defined rules.		
	<b>Cash Management</b>		
22	The system should have the ability for online tracking of payments.		
23	The system should have the ability for online banking		
24	The system should have the ability to support budgeting, costing and forecasting functionalities.		
25	The system should have the ability to manage Multiple and Multi currency Bank Accounts.		
26	System should have the ability to allow bank Reconciliation		
27	The system should have the ability to Print checks that are created manually as well as computer-generated checks. Controls are also in place for check-number tracking and voiding checks (if they do not print properly, for example).		
	<b>Fixed Assets</b>		
28	The system should have the ability to define information for an asset in a number of ways, for example, number, description, class code, location code and serial number.		
29	The system should have the ability to specify a fixed asset as a budgeted asset.		
30	The system should have the ability to record information and a log that is used for tracking the maintenance and insurance status of fixed assets.		
31	The system should have the ability to determine the level of detail needed in fixed assets reporting and statistics, for example, set up asset as a single entity or as a set of components		
32	The system should have the ability to define an unlimited number of depreciation books for each fixed asset, and describe the required depreciation conditions.		
33	The system should have the ability to choose from several standard depreciation methods: straight-line, declining-balance and accelerated methods		
34	The system should have the ability to monitor insurance coverage and annual insurance premiums of fixed assets		
35	The system should have the ability to define periods for production of an asset movement schedule		
	<b>Receivables &amp; Payables</b>		
36	The system should have the ability to define flexible payments terms, discount periods and payment methods		

37	The system should have the ability to define flexible payment application policies including payment tolerance amounts, payment discount grace periods and cross-currency application rounding limits		
38	The system should have the ability to define unlimited number of finance charge terms		
39	The system should have the ability to reverse/undo incorrect applications		
40	The system should have the ability to reverse customer and vendor transactions posted manually in journals, including all related ledger entries, VAT entries, and bank account entries		
41	The system should have the ability to define a default currency for customers and vendors; and invoice and accept payment in an unlimited number of currencies		
42	The system should have the ability to view customer/vendor statistics per currency, detailed transaction history and aging balance reports		
43	The system should have the ability to merge accounts		
44	The system should have the ability to distribute payments to the beneficiaries		
45	The system should have the ability to automate suggestion of vendor payments based on due dates, dimension values, vendor priority and discount availability		
46	The system should have the ability to receive notices informing if a customer exceeds their credit limit has been blocked from further transactions or has an overdue balance		
47	The system should have the ability to send statements or reminders to customers with overdue balances		
48	The system should have the ability to use VAT posting groups to automatically calculate VAT for customers and vendors		
49	The system should have the ability to specify whether unit prices on sales and purchase lines should include or exclude VAT		
50	The system should have the ability to check VAT registration numbers fit country standards and aren't incorrectly duplicated for another customer or vendor in the database		
51	The system should have the ability to allow the manual entry of VAT to ensure consistency between external documents and internal accounting. For example, where the VAT on an external document is different from that calculated in the program. It might be relevant to enter VAT amount calculated by the vendor		
	<b>Reports</b>		
52	The system should have the ability to produce aged debtors listing reports		
53	The system should have the ability to provide invoice reports based on different parameters for example customer, date, range e.t.c		
54	The system should have the ability to provide receipt reports based on different parameters for example customer, and date range		
55	Trial Balance		

56	Income Expenditure statement/ Profit & Loss Statement		
57	Balance Sheet (Statement of Financial Position).		
58	Cash Flow Statement.		
59	Statement of Net Assets		
60	Statistical analysis and presentation		
61	Monthly Management Report- This should be a financial report for each vote in the ledger for the purpose of budget monitoring.		
62	The system should have the ability to compare financial reports such as Income and expenditure and Balance sheet against budget, across periods e.g. month, year to date, previous years		
63	The system should have the ability to export reports to MS Excel		
64	The system should have the ability to generate management accounts and statutory accounts off the one ledger. Also, for Tax computation and analysis purposes.		
65	The system should have automatic re-categorization of accounts for balance sheet reporting purposes, depending whether the balance is debit or credit.		
	<b>HUMAN RESOURCES MANAGEMENT</b>		
	<b>Company Details</b>		
66	Ability to capture company Name, PIN, NSSF, VAT Nos		
67	Ability to capture Company's Postal Address, Telephone Number, Fax Number, Email, Town, City or County.		
68	Ability to Set company calendar to include all events/public holidays		
69	Ability to capture Multi-company/ subsidiaries and branches information		
70	Ability to capture organization policies- rules and regulation		
	<b>Employee Profile</b>		
71	Ability to Capture Payroll Number, PIN Number, HELB, NHIF and NSSF Numbers		
72	Ability to Capture name, date of birth, religion, tribe, job position, job title, department, gender, marital status		
73	Ability to capture staff post office number, mobile number name of kin, relationship, residential address.		
74	Ability to capture spouse dependents, their dates of birth, next of kin and beneficiaries.		
75	Ability to Capture important dates (D.O.B, D.O.A, D.O Probation, wedding anniversary, date joined pension, medical termination dates.		
76	Ability to Capture each employee's allocated assets list		
77	Captures qualifications-academic, year of graduation, professional and company- sponsored courses.		
78	Ability to Capture employee contract type and terms; Permanent & Pensionable 1,2, 3-year contract; other		
79	Ability to capture employee's Payment Details e.g. Bank Code, Bank Branch code, Bank Account Number		

80	Ability to capture expiry date of Contract and date of exit		
81	Ability to Capture reason for exit (normal retirement, early retirement, Terminated, Resigned – Alternative employment, others.		
82	Ability to capture employee benefits – medical limits, mortgage, car, last expenses and other benefits		
83	Ability to link employee to payroll as specified		
	<b>Recruitment, Selection and Training</b>		
84	Ability to capture all vacancies available in the organization.		
85	Approval and justification to fill the vacancy-linked to company info(establishment)		
86	Ability to Capture unsolicited job applicants details (name ,age, academic/professional qualification , years of experience)		
87	Ability to capture requirements CV template-allow for adjustments depending on vacancy.		
88	Ability to Shortlist as per requirements of position		
89	Ability to provide automation of replying letters at different stages of shortlists/interviews e.g. regrets, invitations, medical		
90	Ability to capture medical results for successful candidates		
91	Ability to Capture date of reporting		
92	Ability to Capture details of advertising i.e. costs, media/agency used, dates of adverts and actual advert drafts for various positions		
93	Ability Capture recruitments turnaround time		
94	Ability to Calculate and automatically alert confirmation dates when due- and generate letters		
95	Ability to capture key comments/views of selected candidates during interviews.		
96	Allow linkage to training assessment/appraisal module		
97	Ability to attach and retrieve offer letter		
98	Ability to attach and retrieve confirmation letter		
99	Ability to generate a Shortlists results report of final interview		
	<b>Training and Development</b>		
100	Ability to Capture and holds records for different types of courses- internal or external that are required or offered.		
101	Ability to Capture and holds records of accredited training institutions		
102	Ability to Capture and holds records for different types of courses- internal and external already done in the financial year		
103	Ability to capture, update and link each staff record with corresponding training or training attended.		
104	Direct linkage with payroll system to update payroll on deductions relating to cost sharing with employees		
105	Online leave request enabling branches to request training leave online.		
106	Ability to Capture and hold links to websites that provide new courses in the market, new guidelines on training in line with international standards.		
107	Ability to capture induction training module and		

	attendance		
108	Ability to capture and flag employees who have attended training more than twice in the year		
109	Ability to Capture annual training budget/budget allocated to each department.		
110	Ability to Capture actual individual costs on training		
111	Ability to Capture training needs as in appraisal.		
112	Ability to match training needs online * (Coincide with the market / current trends)		
113	Ability to make online request for training in between the year		
114	Ability to Create training schedules		
115	Ability to Capture training/courses attended per staff		
116	Ability to evaluate training impact to performance; action plans review		
117	Ability to Capture any other career development interventions		
118	Ability to capture education assistant / professional courses sponsored by the organization		
119	Ability to capture source of skills (i.e. if in-house training, seminar.		
120	Ability to link to employee personal data.		
121	Ability to link to performance management module.		
122	Ability to link to disciplinary and grievance module		
	<b>Reports</b>		
123	Ability to show a report of trainings attended per staff in a year		
124	Ability to Show cost of training per department and per staff		
125	Ability to Show report on training assessment needs		
	<b>Performance and Appraisal management</b>		
126	Ability to define skills and initiate review and rating by an employee and manager to evaluate		
127	Ability to Capture performance management template specific to the organization (ability to define position objectives, key performance indicators, weighing performance categorization, performance targets, job rotations level, points, ratings and calculates salary increments-as per different organizations)		
128	Ability to Link to salary module for bonus/ awards; able to automatically compute salary increments and awards		
129	Ability to Identify employees who need to be developed for higher responsibilities		
130	Ability to Capture qualifications for each position		
131	Ability to Capture skills required and source for each position to be succeeded		
132	Ability to Identify key positions to the company and need to be filled almost immediately in case they fall vacant for whatever reason		
133	Ability to Put together a plan to develop potential successors		
134	Allow staff access performance management templates for completion		
	<b>Reports</b>		
135	Provide Summary of grading		

136	Allow Reporting of competences for analysis of all employees		
137	Ability to generate reports to enable Staff to review previous personal appraisals-		
	<b>Job descriptions</b>		
138	Ability to capture job title, job objective, Job grade and position reporting to		
139	Ability to capture key responsibilities and duties attached thereof		
140	Ability to Capture job specifications; academic, professional; experience; technical		
141	Ability to Capture working relationships; internal and external		
142	Ability to Capture personal attributes required		
143	Ability to generate Summary of all titles report.		
	<b>Webbased Leave Management</b>		
144	The system should have the ability to maintain employee history, current leaves, due leaves, request /approvals		
145	The system should have the ability to capture proposed leave roster at the beginning of the year		
146	The system should have the ability to capture leave allowance		
147	The system should have the ability to Capture types of leave (annual, compassionate, Urgent, maternity, Study Leave		
148	The system should have the ability to Capture leave succession- acting appointee		
149	The system should have the ability to allow for online application, approval with a link to email to serve as reminder to line managers		
150	The system should have the ability to record leave recall with a link to internal and external email to serve as recall to employee		
151	The system should have the ability to capture leave accumulated, -leave due, leave taken during the year and leave balance		
152	The system should have the ability to Capture leave requested: start date- end date		
153	The system should have the ability to Capture sick leave		
154	The system should have the ability allow staff to indicate proposed leave days and to request for leave		
155	The system should have the ability allow line managers to approve requested leave		
156	The system should have the ability to provide Links to manpower for promotion update		
	<b>Reports</b>		
157	System should be able to generate Monthly leave slips per employee-indicating anniversary, entitlement, accumulated, taken, cancellations, balance		
158	System should be able to generate Monthly leave report for all staff-indicating entitlement, accumulated, taken, actual balance cost of leave per employee		
159	System should be able to generate annual leave report for all staff		



160	System should be able to generate Sick leave report in the whole company, per division, department and section giving the cost to the company and hours		
161	System should be able to generate leave roster report		
162	System should be able to generate Staff listing by leave balance		
163	System should be able to generate Employee absence report		
	<b>Attendance, Discipline and Grievance, Welfare and Separation</b>		
164	The system should have the ability to capture and monitor staff login time and logout time		
165	The system should have the ability to capture and monitor absence from designated workstations		
166	The system should have the ability to capture actual overtime worked		
167	The system should have the ability to allow for approval of overtime worked		
168	The system should have the ability to capture and monitor actual work done		
169	The system should have the ability to capture number of written and verbal cautions		
170	The system should have the ability to Capture termination		
171	The system should have the ability to capture disciplinary reason table.		
172	he system should have the ability to Capture misconduct		
173	The system should have the ability to capture poor performance		
174	The system should have the ability to capture insubordination		
175	The system should have the ability to capture dates of disciplinary action		
176	The system should have the ability to capture appeal details, pending cases, follow-up and outcome details		
177	The system Should have Links to performance appraisals		
178	The system should have the ability to capture annual social/company events- e.g. agricultural shows, field days; Dettol heart run, hunger walk, Mother's Day		
179	The system should have the ability to capture birth dates-ability to send short birthday messages		
180	The system should have the ability to capture annual family day-out		
181	The system should have the ability to capture Christmas party, departmental functions, farewell		
182	The system should have the ability to capture date of leaving and reason for leaving		
183	The system should have the ability to capture results of exit interview		
	<b>Staff claims/ pension/Benefits and others</b>		
184	The system should be able to collect pension contributions for remittance to pension scheme and produce a list of new entrants and existing members		
185	The system should be able Produce letters of		

	notification and terminal leave for those eligible for retirement benefit and compute the amount		
186	The system should have a diary to maintain and highlight when letters are sent on the retirement anniversary date to ask pensioners to certify their existence		
187	Ability to monitor payments to pensions		
188	Ability to pay lump sum pension payment, work out surrender value, update account balance and produce statements		
189	Should have an interface to the fixed assets database to be able to work out new premiums and claims		
190	System should be able to compute the surrender value of employees and communicate to members their dues		
191	System should have an interface to enable users access loans granted to staff members and compute the requisite premium payable to insurers		
192	The system should be able to facilitate processing of pensions payments through bank online facilities i.e.(BACS, EFT)and an interface to update the GL		
193	Ability to update employee claims/benefit record and update the payroll and financial management system		
194	Allow for Staff Insurance Capturing policy numbers, indicating specific covers, sum insured per policy, premium payable, premium paid and balance		
195	Allow for Staff Insurance including list of brokers per policy, detailed schedule per policy,		
196	Staff Insurance should capture list of underwriters		
197	Staff Insurance should capture policy renewal rates		
198	Staff Insurance should Capture all employee loan details (payroll module)		
	<b>EMPLOYEE SELF-SERVICE</b>		
199	The system MUST enable the users to view their pay slips and P9 on-line for all the processed payrolls		
200	The payment details for employees such as bank name, bank branch, account number etc. MUST be visible to users and they must be able to modify the same. Subject to verification and approval		
201	The system MUST enable the users to maintain their personal data such as name, address, telephone numbers, contacts, qualifications, school and colleges attended, skills attained etc. subject to the supervisor's verification.		
202	The system MUST have a facility for the users to upload maintain their beneficiary details and dependents information		
203	The system MUST facilitate the users to maintain their emergency / next of kin contact details. Subject to verification and approval		
204	The system MUST have the leave request functionality, which would enable the users to apply for leave.		
205	The system MUST be able to display the leave balances, leaves taken and eligible leaves for the users.		
206	Allow employees to update their training information.		

	FUNCTIONAL REQUIREMENTS -PAYROLL		
207	The system should support integration with the HR module so that staff details e.g. Names are captured once		
208	The system should have the ability to accumulate deductions according to deduction codes		
209	The system should have the ability to accumulate earnings according to earning codes		
210	The system should produce all statutory reports required by Kenya's laws and regulations		
211	The system should support automatic computation of Kenyan statutory deductions and report generation		
212	The system should maintain data up to statutory period of (7 years) without downgrading the performance of the system		
213	The system should have the ability to support timed deductions. provide deductions for a specific period		
214	The system should allow for unlimited number of loans in the system and support multiple loans per employee		
215	The system should have the ability export data to office applications i.e. Excel and word		
216	The system should have the ability to automate payroll entries to the GL		
217	The system should have the ability to administer involuntary deductions e.g. recovery of advances		
218	The system should have the ability to automatically calculate employee and employer taxes		
219	The system should have the ability to make adjustments after payroll run with audit trails		
220	The system should have the ability to distribute payroll processing throughout payroll period, e.g. processing static data at beginning of period and making adjustments at period end		
221	The system should have the ability to support Payroll exception reporting		
222	The system should have the ability to generate a payroll bank payment file for electronic transfer of funds		
223	The system should have the ability to compute annual leave allowance for each staff		
224	The system should have the ability to analyze payroll with incremental data and exceptional information analyzed to their effects		
225	The system should have the ability to process pension deductions through the payroll		
226	The system should have the ability to specify deductions for a specific period and automatically stop the payment deductions when complete		
227	Can be integrated with Time attendance devices or PDAs to enable fast data entry of the field muster-roll		
	<b>Reporting</b>		
228	The system should have the ability to generate report of changes from previous payroll		
229	The system should have the ability to produce pay slips and also reprint pay slips from prior periods		
230	The system should have the ability to report on		

	earnings by gender for different salary bands		
231	The system should have the ability to maintain audit logs of changes to employee records		
232	The system should allow Customization of reports for ad hoc reporting		
233	The system should provide standard payroll reports e.g. all deductions report, net deductions reports, summary of statutory reports		
234	The system should have the ability to reprint reports for prior periods		
235	The law requires that after all deductions staff should receive at least 30 % of their gross salary. The system should have the ability to generate exception reports for cases where this is not met		
<b>FUNCTIONAL REQUIREMENTS - LABORATORY OPERATIONS</b>			
237	The system should capture and record the following information <ul style="list-style-type: none"> <li>✓ Sample Name/Label</li> <li>✓ Sample Size (in Unit of Measure)</li> <li>✓ Nature of Product</li> <li>✓ Intended Tests</li> <li>✓ Designated Section of the Laboratory the sample will be directed.</li> </ul>		
238	The system should be able to allocate a unique identifier to the sample that will be used to track the sample throughout the testing process.		
239	The system to track the point at which the sample is in regard to the testing method.		
240	The system should be able to stock take the inventory position for each test requested and flag out whether such test will be executed or not depending on the reagents inventory position		
241	The system to capture the test results and profile them in a database capturing the following: <ul style="list-style-type: none"> <li>✓ The Name/Identity of Sample</li> <li>✓ Location where Sample was sources</li> <li>✓ Storage Conditions during transportation</li> <li>✓ Person/Section that received sample</li> <li>✓ Storage conditions at Receipt.</li> <li>✓ Conditions of storage after Receipt.</li> <li>✓ Date and Time Products transmitted for testing</li> <li>✓ Sample Condition during transmission</li> <li>✓ Tests Conducted.</li> <li>✓ Action taken on disposal of sample</li> <li>✓ Test Results</li> <li>✓ Person and Time of Receiving Final Result</li> <li>✓ Proposed Action for follow up</li> </ul>		
242	The system should be able to capture the inventory position of the laboratory reagents, Assets, Consumables, Glassware, Materials and Equipment and flag out stock levels that fall below the reorder level.		

243	The system should be able to capture staff details and action taken by each staff in regard to the activities in the lab including reporting and exit times.		
244	NB: Incorporate provision for data validation Provide for checks/approval of data entry at various stages		
<b>FUNCTIONAL REQUIREMENTS-BILLING</b>			
245	Ability to download all meters in a specific sub-zone		
246	Ability to support online reading of meters, online disconnection and reconnections		
247	Ability to provide map assist using the GIS system to identify customers and meters location		
248	Ability to provide map assist using the GIS system to identify customers and meters location		
249	Ability to give all customer details including phone numbers and location to meter readers and the disconnection units		
250	Ability to signal a customer where the meter status is covered, gate locked, dogs, not seen and require the customer to self-read a meter or open the gate.		
251	Ability to use inbuilt intelligence that checks the history of a read meter and prompts a rereading while still on the ground		
252	Ability to upload meters in offline state		
253	Ability to capture customer details using automated QR codes for meter reading, disconnection and reconnections		
254	Ability to signal and detect leakages based on readings taken		
255	Ability to download files in offline mode		
256	Ability to integrate with fleet system and offer offline work assigning in real time		
257	Ability to require a report once job is complete		
258	Ability to support integrated communications and reporting		
259	Ability to classify customers' accounts as active, disconnected, terminated.		
260	Ability therefore to signal illegally consuming accounts on the site.		
261	Ability to integrate with other modules seamlessly and post reports directly		
262	Ability to provide automatic updating of customer details		
263	Allow importation and exportation of data in excel, pdf		
264	Ability to give alerts in terms of meters not read, Suspicious meters readings, delayed readings, delayed verification, delayed billing, delayed disconnections, delayed reconnections and work assigned status		
265	Ability to alert customers on meter reading, disconnection and reconnection		
266	Support work flow reporting on issues being addressed on an account especially where approvals are required.		
267	Ability to adjust customer's readings once an error is		

	detected		
268	Ability to match meters downloaded and meters uploaded, develop progress reports, require jobs to be fully complete before accepting new jobs. In case not finished the system should assign a responsible officer the duty to release the jobs based on a discussion with the assigned staff.		
269	Ability to send bills and give a reporting on the unsent messages		
270	Ability to perform HR procedures for all employees online		
271	Ability to limit a "no meter" comment where the account is active and meter available		
272	Ability to capture the previous account readings in case of change of tenancies		
273	Ability to generate a meter changed report		
274	Ability to limit opening of a new account while the old account is still active		
275	Ability to deduct slave meters consumption from the master's meter readings before billing.		
276	Ability to use USSD support in cases where meter readers/Disconnection team identity is necessary		
277	Ensure the deposit listing should have an opening balance and a closing balance to ensure that deposits paid during the month can be trailed		
278	The system should facilitate deposit tracking		
279	Ability to maintain and review all customer account information about accounts e.g. Customer profile and ability to generate statements (date, transaction details, debit/credit status and account balance), Payment details, Billing details, Meter Reading details, Connection details, Events, Meter Movements, etc.		
280	Automated communications with customers (email/sms), attach files to customers, track time spent with customers, and assign tasks to other users or departments,		
281	Ability to capture GIS coordinates of the water connections and sewer connections, (make capturing of GIS coordinates mandatory for new connection set up),		
282	Ability to access and save sanitation conditions and other data of customer e.g. type of toilet, existence of septic tank and sewer line etc.,		
283	In the event of part-payment, it should provide a mechanism of the agreement to be affected to turn the account active but actively listen/monitor the agreement,		
284	The system should be able to detect accounts that have not been billed for more than (3) three months consecutively and move them to dormant status and keep trail of the dates of such movements,		
285	The system should be able to detect the reasons for		

	being moved to dormant e.g. no water, cut off for non-payment, or on owner's request,		
286	Customers who request not to be billed through writing and have paid the requisite fee should not appear in data-entry sheet and should not be billable but a report on them can be generated any time,		
287	Terminated accounts should be archived and should not appear in data entry sheets unless they are inherited and re-activated		
288	Ability to capture the sub-location details where the new connection will be made including LR/plot number etc.		
289	Ability to produce draft bills, before actual bills are generated		
290	Ability to generate exception or variance reports		
291	Manage customer categories; domestic, Commercial, Government Institutions, schools, Kiosks, Prepaid Meters		
292	Manage the customer database and integrity of customer information, maintaining trail of all changes done affecting the account,		
293	Should support mobile meter reading, real-time transmission and monitoring of meter reading,		
294	Allow user to determine and print bills based on priority orders per customer category etc.,		
295	Able to maintain and review meter reader routes as and when recommended		
296	Allow for E-billing, support SMS billing, integration with company website for customers to access online bills, query bills via SMS and downloads bills to specified e-mails		
297	Bills should be designed to provide for customized notices to customers like open days etc.		
298	The system to receive payments from various payment options (online, mobile service providers, banks etc.),		
299	Can be able to accept non-customers payments of prepared bill/invoices e.g. exhauster/water bowser invoice and keep the history,		
300	Ability to track/group each non-water bill payment by type (survey fees, reconnection fees, meter testing fee) not as miscellaneous		
301	Ability to capture non-online receipts by their respective dates and types,		
302	Ability to produce reports on collection and collection efficiency		
303	Ability to notify customers payment of their balances on payments done by other modes via sms e.g. m-pesa, eft and Posta etc.,		



304	Ability to accept multiple accounts payment through/via a single cheque,		
305	Ability to produce an age analysis report going backwards to six months,		
306	Ability to generate disconnection analysis basing on amount, number of bills not paid,		
307	Ability to incorporate part-time payment for those with large debts,		
308	Ability to capture the details of disconnection of a customer in the system i.e. who disconnected, the date and type of disconnection method, cut off readings,		
309	Ability to capture the details of reconnection of a customer in the system i.e. who reconnected and the date.		
	<b>FUNCTIONAL REQUIREMENTS - PRO-POOR</b>		
310	GIS mapping of all the Low-Income Areas (LIAs		
311	Categorization of LIA account numbers		
312	Allow for implementation of social connection policy in the system.		
313	Run debt collection reports for the LIA account numbers.		
314	Identify the account numbers that are served by KEWASCO's sewer system in the LIAs.		
315	GIS mapping of all water kiosks.		
316	Categorization of all water kiosks, showing balances, contacts and payments made within any required period.		
317	Capture amount of collections collected within any required time period in the LIAs.		
318	Capture arrears in any time period in the LIAs.		
319	System generated private exhaustor regulation-according to the tariff.		
320	<ul style="list-style-type: none"> <li>✓ Exhauster trucks</li> <li>✓ Number of trucks registered</li> <li>✓ License number and status</li> <li>✓ Volume of truck</li> <li>✓ Source of the effluent</li> <li>✓ Number of trips</li> <li>✓ Registration number of the truck</li> <li>✓ Invoice number for license issued</li> </ul>		



	<ul style="list-style-type: none"> <li>✓ Auto generate receipts for vendor</li> <li>✓ Ability to generate disaggregated</li> <li>✓ daily, weekly, monthly and annual data and reports on effluent discharge</li> </ul>		
321	Provision for payment agreements for LIA accounts.		
322	<p>Low Income Consumers (LICs):</p> <p>Monitor Social Connection obligations for capital and prepare amortization schedule,</p> <p>Group all LICs accounts including Prepaid accounts and Kiosks,</p> <p>Reconcile all token/Tags and analyze consumption trends for each user,</p> <p>Provide special and customized reports for all LICs accounts, Jisomee feature for the LICs, Non-Revenues</p> <p>Water analysis for the LIAs, TMAs and DMAs</p>		
<b>FUNCTIONAL REQUIREMENTS - GIS</b>			
323	The System should be accessible from any web enabled		
324	The system should be directly integrated with GIS Database such all changes that occur in the database changes concurrently in the system (website).		
325	non GIS expert can access and use the spatial data as per their need without any requirement of GIS software		
326	The system should map all sewer manholes, pipe networks (water and sewer) and their appurtenances.		
327	The system through the meter reading application should only allow a meter reader to capture readings if he/she is within 30m radius from the location of the meter.		
328	The system shall have different rights for different users – for example the system administrator is able to add or delete any data from the system		
329	Should have quick search capability to facilitate searching of customers' location using primary key like account number, connection number, or id number and this reduces time wastage while navigating throughout the customers' database.		
330	Module view also enabled to facilitate system user to view all the attribute table of the selected layer		
331	Different base maps to assist in Geo-visualization (open street maps, Google satellite map, street dark grey, Topo maps and any other base map of interest)		
332	Filter functionality – should allow the system user to filter the data using zones, DMAs boundaries, and or pro-poor boundaries.		
333	Popup information dialog – help the user to read all the details of a certain layer upon clicking its location on the web map application.		
334	Geolocation tool- identifies the real-world geographic location of the user and displays it on the map and also gives the distance to the target feature selected.		
335	Download tool – which helps the user to download any GIS dataset from the system in shape files or geojson data format		
336	Measure tools- which helps the user to measure length, or the area of supply without much struggle.		

337	Identify tool- this helps to identify the number of connections served by a specific pipeline.		
338	Advanced query tab –offers one the capability to conduct a spatial query coupled with an attribute query this allows user to drill to GIS data within a certain zone of choice and apply filters such as select by zonal meter.		
339	Geofencing – the system should alert customers via sms messages whenever a meter-reader sent to read or reconnect meters is within their area (within 100m radius to the location of the meter).		
340	The system should generate specific routes to all meters that are to be disconnected or reconnected		
341	The system should generate reports of all water or sewer lines that have been upgraded or relocated		
<b>CUSTOMER RELATIONSHIP MANAGEMENT</b>			
342	Ability to check and retrieve reports on bills sent and their status		
343	Offer a transaction trail on amounts paid for deposits and other services either by linking to the bank and other available modes of payment.		
344	Integrate with the finance departments on matters involving receipts and payments online		
345	Ability to keep an updated CRM that is able to channel customer complaints both physically coming to the office and those using other communication channels		
346	Ability to track ongoing processes and give reports on progress		
347	In case of COTs. The system should be able to link customer details from previous accounts		
348	Tracking adjustments progress and ability to make a follow up on progress.		
349	Ability to alert customers on complaints progress once an action is taken		
350	Ability to alert the officer assigned a task once raised		
351	Ability to send reminders on pending matters requiring approvals.		
352	Ability to capture reasons for rejection of an adjustment giving details of the next procedure to be followed		
353	ROD issues. The system should address a follow up mechanism that is able to tell the progress of such refunds		
354	Ability to capture all customer payment details.		
355	Ability to reverse wrongly posted accounts / payments.		
356	Ability to assign work and perform work ticketing online.		
357	Ability to perform HR procedures for all employees online		
358	The ability to archive information without deletion, to allow for a clean 'live' dataset whilst maintaining historical reporting and data access;		
359	The ability to maintain versions of records, with auditing, workflow and roll-back as appropriate;		

360	The ability to record activity against individual users for auditing and process		
361	The ability to accurately control data access, workflow and editorial control based on user permissions, as fed from Active Directory.		
362	Other requirements include: Contact management Outlook integration Google Apps integration Account management Reports Dashboards Case management Knowledge base Chat Field service Workflow Escalations Email marketing integration		
<b>CUSTOMER SELF HELP</b>			
363	Ability to apply for all services online		
364	Search capabilities for bills, statements and lodging complaints		
365	The system should have capabilities to allow customer to post their meter readings and photos during self-meter reading		
366	System should be able to generate individual reports of all the above-mentioned tasks when needed		
367	USSD - Should provide a code to enable customers to easily access company services i.e. making payments, check balance etc		
368	Mobile application – enable customers to access company services eg. access meter readings, track consumption and payments.		
369	Web portal - to be offered through the website to enable customers access company services online including downloading bills and receipts.		
<b>NRW UNIT (Non-Revenue Water)</b>			
370	Ability to generate reliable reports		
371	Consumption reports per zone with Customer name, account, connection number, walk and consumption		
372	Meter status detailed report (Summary and list per zone		
373	Terminated and disconnected accounts per zone		
374	Unbilled active accounts Summary and per zone		
375	Active and inactive connections per zone		
376	Monthly billing Consumption summary		
377	We should access true account status from the customer details in the system e.g(a customer cannot be connected and at the same time terminated).		
378	Incorporate a meter self-reading application for the customers whose premises are always locked. It		

	should be able to capture meter images in order to verify the integrity of the meter readings.		
379	Ability to link New/Replaced meter to the accounts. The system should restrict linking of a meter already in use.		
380	It should be web based to allow access even in the field.		
381	Walk arrangement should be in alignment with the situation on the ground.		
382	Ability to classify the connections in subzones as it is in the field		
383	Should allow meter management from the store issuing to the installation of the meter in the field.		
384	We should have a system that allows highlight of the areas frequently repaired due to burst and leaks. To assist in infrastructure management.		
385	The billing system should be linkable with smart metering software because of future engagements of the same.		
386	We should have a system that allows customer notifications with ease even when the customer has restricted promotional messages.		
387	It should allow generation of meter calibration invoices.		
388	The material requisition system should include correct materials names not brand names e.g instead of Kent meter 15mm use 15mm meter		
389	Able To Do On-Site Hydraulic Validation of The District Metered Areas (DMA) and Meter Inspection		
390	Ability to support data collection during pressure testing (essentially at night) - drop-test procedure to prove hydraulic isolation		
391	Ability to Identify missing or erroneous network interconnections		
392	Metrological assessment of existing flow meters used as flow monitoring points		
393	Inspection of water meters, gaps and anomalies in the customer meter database		
394	Able to create remediation plan		
395	Number of known and proposed boundary valves that need to be changed		
396	Number of new boundary valves that need to be installed		
397	Numbers of meters to be further tested, repaired / replaced		
398	Able to create the water asset inventory		
399	Ability to ensure the accuracy of the data, e.g. water meter database, customer database		
400	Ability to update the Geographical Information System / maps with relevant information (stressed pipes, burst, defective meters...)		
401	Ability to update of hydraulic model with data collected		
402	Ability to support pressure management with the design and installation of pressure reducing valves		

403	Ability to calculate Non-Revenue Water using water balance computation through a predefined formula to be shared by the water utilities. The formulae will calculate the following attributes; Real losses Commercial losses Billed unauthorized Unbilled unauthorized		
404	Ability to create work plan DMAs		
405	Ability to calculate operation and maintenance costs		
406	Ability to capture the following DMA meters information; <ul style="list-style-type: none"> <li>✓ Number of DMA meters</li> <li>✓ GPS coordinates;</li> <li>✓ Location of installed DMA meters</li> <li>✓ Serial number</li> <li>✓ Brand and Type</li> <li>✓ Manufacturing date</li> <li>✓ Readings</li> <li>✓ First installation date (can be used to establish the age of the DMA meter in combination with the manufacturing data, if known);</li> <li>✓ Last installation (or servicing) date (can be used to estimate the age of the DMA meter if the first installation date is unknown);</li> <li>✓ Operational status: functional, non- functional, damaged (but functional), or testing requested, visible defects;</li> </ul> Ability to make remarks and initiate prompts to address any malfunctions through approval and escalations. Ability to create a maintenance schedule (who, start, finish and update).		
	<b>SANITATION</b>		
407	Have full details and a map of Sewage treatment works and pumping stations.		
408	Have filter/edit functionality to the head of the user department		
409	Notify the customer once an adjustment has been made to their account e.g. Inclusion or exemption of sewer charges		
410	Elaborate report on sewer connections, blockages etc		
411	Sewerage tariff structure and other related charges.		
412	Online application and approval of new sewer connections, exemptions, adjustments		
413	Have an updated map of all sewer manholes, pipe network and other related sewer appurtenances including sizes and their EXACT location.		
414	Sewerage tariff structure and other related charges		
415	Show sewerage coverage /network area (Kilometers		
416	Define route and network as well as location; ability to plot on Google Maps or via GPS		
417	Use GIS tools to create buffers, overlays, joins, thematic maps, dynamic labels, reports, and queries.		

	Perform radial, upstream/downstream, shortest/multiple/redundant path traces for flow and conduit networks. Analyze and report on leaks for an area or the entire network		
418	Ability of the system to record and provide complete information registry about pumps and motors used in the water distribution network		
419	The pump and motor registry should be integrated or linked with a Geographic Information System (GIS		
420	Ability to record number of pumps and motors		
421	The following sewer pump attributes should be included in the registry GPS coordinates; (Administrative) zone code; Serial number; Brand; Type: pump, motor, and coupling; Capacity, pump (hp), motor (kw); Volt, Amp, single- or three-phase; First installation date (can be used to establish the age of the pump/motor in combination with the other data) Last installation (or servicing) date (can be used to estimate the age of the pump/motor if the first installation date is unknown); Operational status: functional, non- functional, damaged (but functional), or testing requested, visible defects; Ability to make remarks and initiate prompts to address any malfunctions through approval and escalations. Ability to create a maintenance schedule. The above attributes to be integrated with asset management module		
422	Manholes Number of manholes GIS location of manholes Number of manholes covered, uncovered, damage or under repair. Ability to provide and change status overview		
423	Laboratory: Sampling points and associated attributive information		
424	Billing: Customer connection, meter types, meter sizes, categories i.e. derived from customer connection records to supplement the spatial information. (Account number or serial number used as a unique identifier Events: Burst/leaks, sewer blockages, no water cases, water rationing program, disconnection and reconnection		
<b>E- PROCUREMENT PORTAL</b>			
425	Supplier Registration and Pre-Qualification - online registration and upload of documentation on the e-procurement portal.		
426	Suppliers should be able to upload all quotation/tender documents online		
427	Ability to receive tenders/quotations electronically		

	from suppliers		
428	Ability to open tenders/quotation electronically through an authorized committee		
429	Ability to send email alerts on tender opening dates		
430	Tender opening minutes and a summary of the details of the tender opening to be input onto the system.		
431	Ability to capture both the preliminary, technical and financial evaluation criteria of all tenders (to be done at tender publishing stage).		
432	The evaluation process will be carried out through the system, it should tabulate the total marks of the evaluators where applicable.		
433	The system should give alerts on evaluation due date that is within 30 days from tender opening.		
434	The system should allow for data import and export data from /to Excel.		
435	On successful identification of a responsive bidder by the EC and submission of the final evaluation report, the procurement team should be able to generate notification of intent to award letters, regrets letters, award letters and cancellation letters where applicable.		
436	Ability to record date and time of receipt of supplier quotations		
437	Ability to analyse quotations		
438	Specifications issued during purchase requisition should be available during evaluations and inspections		
439	System should electronically store the minutes to each purchase request. In particular, the Evaluation committee reports should be linked to the purchase requisition.		
440	No amendments to confirmed minutes should be allowed by the system		
441	System should be able to capture and calculate the cost comparison for bids received by retrieving the information from the captured bids' details.		
442	The system should be able to capture the technical evaluation criteria including mandatory criteria Detailed evaluation showing minimum score for which the bidder proceeds to the next level		
443	All documentation generated through the entire procurement cycle should be pushed to EDMS for easy tracking. (The vendor to provide API for integrating the procurement module with the EDMS system)		
	<b>SUPPLY CHAIN MANAGEMENT</b>		
444	Should fully integrate with the general ledger (Finance Module)		
445	Ability to interface with and support E-Procurement (e-tendering, e-quotes amongst others) through an Extranet		
446	Ability to scan and attach documents		
447	Workflow- The processes all go through an online workflow process where there should be online approval of each process in the system and electronic approver signatures appended in the printouts automatically. All these processes are inter-linked and		



	have a flow where there should be a connection between documents such as the Requisition, Quotation, LPO, Invoice and GRN.		
448	Ability to define a procurement plan that is linked to the detailed budget		
449	Ability to analyse current status of procurement plan, Implementation and also cater for review of procurement plan.		
450	Support for reallocation of funds. This should have the necessary approving offices and levels defined.		
451	Capture contractor and subcontractor details		
452	Tracking of start and end dates of the contract in addition to milestone dates, contract signing dates and other relevant dates		
453	Capture details on contract type and budget		
454	Allow for automatic and manual creation of contracts		
455	Enable fast creation of contracts by use of templates, auto fill and drop down menus among others.		
456	System should support the update of contracts with necessary details.		
457	Ability to manage all active contracts, provide alerts and management reports. All the signed contracts should be uploaded on to the system and should be easily searched and viewed by allowed users (including during payment approvals).		
458	The system should support multiple addresses and contact information for vendors.		
459	Build mechanisms for pricing and service-level agreement flexibility into the contract.		
460	Assign privileges for write, modify or read-only to different categories of users.		
461	Ability to display the contract status		
462	System to keep a copy of all the different versions of a contract once it has been setup		
463	There should be a record of the necessitating reason for change between each versions of a contract		
464	Automatic generation and communication of alerts to parties to a contract to pre –determined trigger points such as renewals through emails, dashboard messages among others.		
465	A full log of changes to any part of the contract such as who, when (day and time), from where (was it remote or within LAN) among others.		
466	System should keep necessary supplier information such as: Name Supplier code Business Location PIN registration Supplier VAT No. Supplier Type (service, goods or works) Contact persons Email address P.O Box Number Default payment currency Default bank account (EFT details) Lead Time		



	Pricing Payment Methods Payment Terms Discount Terms		
467	Should enable supplier information to be accessed by different user categories with respective privileges		
468	Multiple classification schemes for suppliers such as by product type, national/ international, AGPO/standard among others.		
469	Ability to tie Items to supplier during reporting/ enquiring		
470	Ability to blacklist suppliers based on a predefined criteria of performance		
471	Ability for end users to anonymously evaluate supplier performance, manage suppliers, provide alerts for supplier who have not been rated, send letters of the results of the rating to suppliers via emails and give quarterly reports		
472	Ability to analyse suppliers on parameters such as late deliveries per year, number of LPO that have been awarded to supplier groups such as AGPO amongst others		
473	Create store/purchase requisitions for stocked items, non-stocked items and fixed assets		
474	Generation of purchase orders should be linked to the contract management.		
475	Goods/services inspection form to be filled by the IAC team/project team and a report generated. The system should generate GRNs		
476	All user requisitions creation should be online		
477	Online approvals for requisitions		
478	System should not allow requisition of items without a corresponding budget		
479	Purchase requisition should provide details such as: Item number Unit of Measure Item description Expected date Unit/division requisition Estimated cost Source of budget (as dropdown from an already approved budget. Date requisition is made Delivery location		
480	Ability to purchase an item using funds checking from both capital and recurrent budget partially		
481	Once the requisition has been approved with method of purchase indicated, then where necessary, it should be possible to start next process; eg RFQ/ TENDER DOCUMENT to be generated by the system automatically		
482	Ability to enquire on number of RFQ/ TENDER DOCUMENTs issued to a supplier within a certain period and how many of the bids the supplier won		

483	Ability to create Purchase Requisition for local as well as foreign purchases		
484	At every stage the system should give procurement department alerts on due dates		
485	The system should provide a linked timeline of all the activities related to a particular purchase request from the time the user raises the requisition to the point the supplier gets payment where there are any deviations from the happy path, the system should keep a record of this.		
486	Before payments are done by the Finance department, the head of department that requested the goods/services, the IAC (Inspection & Acceptance Committee) and the procurement department must approve the payment.(after confirming goods/services delivered are as per their request). On payments, the procurement team should be able to pick all documents required for payments such purchase orders, contracts, invoices, delivery notes, inspection reports and completion certificates scanned on EDMS.		
487	Inspection and Acceptance information User department Name of user department representative Signature (approval or rejection) of acceptance by user Acceptance committee chairman Name Signature (approval or rejection) of chairman of acceptance committee Stores representative name Signature (approval or rejection) of Stores representative Notes on rejection or acceptance Dates		
488	Ability to capture invoices from suppliers (with a mandatory field to upload the invoice). Once the invoice and ETR is captured, the head of department then approves with comments		
489	The system should automatically update the inventory once the inspection committee has recorded successful delivery of items		
490	Create item cards and assign multiple stock-keeping units (SKUs), units of measure, serial numbers, lot numbers, physical attributes, expiry dates, and other variables.		
491	Create multiple inventory locations and bins		
492	Ability to assign items and stock keeping units to locations/bins based on product storage requirements, special handling requirements and other criteria		
493	Make manual adjustments to inventory quantities, transfer inventory from one location to another		
494	Count and record the number of items physically present in inventory, including full support for cycle counts		
495	Monitor inventory management performance with KPIs, standard reports, and ad hoc reports		
496	Support the setup of re-order replenishment levels		
497	Automatically sent out alerts to stores personnel, user		

	departments, and other relevant personnel when re-order /replenishment levels are about to be reached. This should factor in functional lead times		
498	Managing the issuance of stocks from user requisitions (internal) to collection		
499	Support transfer of items from one location to another (HQ > ZONAL OFFICE)		
500	Quickly determine actual and projected item availability, overstock situations, replenishment requirements		
501	Ability to define costing methods for inventory		
502	Ability to monitor stock aging based on manufacturers recommended date of disposal, rate of uptake of items from store and date of items manufacture		
503	The system allows the stores department to close the Inventory period to ensure no further posting to the Inventory after the stock take process.		
504	Automation of Goods Return Process from when a defect is detected on the goods upon delivery until the rejected goods are returned to the supplier.		
505	Manage disposal evaluation process the same as open tendering method with ability to generate various forms such as collection of items, half year reports on obsolete items.		
506	Manage the process of disposal of items capturing all details such as the technical evaluation reports, disposal committee deliberations, recommendations, invitations for bidders, evaluations of bids, awards, actual collection of items by buyers		
507	Ability to manage of outsourced services (if any, details required		
508	Ability to link with the Asset management		
509	Ability to ensure all assets are properly allocated, well maintained, tagged/tracked and properly disposed.		
510	Ability to support different disposal methods based on the board of survey reports and asset management recommendation such as transfers to other organisations, sale by public action, trade ins, dumping, destruction, sale by open tender amongst others		
511	Ability to generate all procurement and stores reports on monthly, quarterly and semi-annually basis, or as and when required. All reports should be imported and exported to/from Excel		
512	Statutory reporting- interface with other systems to facilitate statutory reporting		
513	System to provide a portal for bidders and support access to procurement through electronic reverse auction (PPADA & R)		
514	Interface the system with Ministry of National Treasury's IFMIS		
<b>PROJECT MANAGEMENT MODULE</b>			
515	If a project is needed, a project is created on the project management module. It should allow for appointment of the contract implementation team,		

	upload the contracts and allow project monitoring of budgets and activity progress to commissioning and sign off.		
516	Ability to create project-based accounting in order permit users to see the financial state on a project level.		
517	Should have the ability to also allow accounting staff to record costs and revenues associated with different projects on a daily basis		
518	It should allow development and uploading of approved project work plan		
519	It should have the capability to track progress and update status of project implementation		
520	The module should be integrated with basic elements of the other modules.		
	<b>FLEET MANAGEMENT</b>		
521	The system must cater for the capturing and updating of vehicle related details including: Registration Number Make Type of vehicle Specialized use of the vehicle Specialized system on the vehicle Year of Manufacture Insurance Fuel type Tire size		
522	The system must cater for the capture of vehicle related maintenance including: Vehicle Service & Repair History Travel itineraries History (including the start and return odometer readings)		
523	The system must cater for the capture of vehicle fueling and associated odometer reading		
524	The system must cater for the capture of the vehicle booking and maintain the car booking status detail (e.g. Available, booked, in use, under repair, etc.)		
525	The system must cater for the capture of the driver allocation and maintain the driver's allocation status detail (e.g. Available, allocated, on safari, Not on duty, etc.)		
526	The system should be able to store information on the distance covered by fleet		
527	The system should have the ability to link the vehicle to a specific driver		
528	The system must cater for the capturing and updating of driver related details (Staff No, Class of Driving License, etc.) and should have the provision to be linked to Employee Master details		
529	The system must cater for the capture of the details of vehicle usage and the responsible department and linked to Employee Master details		
530	The system must capture the manufacturer recommended vehicle's Maintenance schedule		
531	The system must produce the Resource utilization and optimization report		
	<b>ASSET MANAGEMENT</b>		

532	The system must interface with the procurement and inventory management module. For items defined as assets, there should be an embedded workflow for updating the asset register with all the requisite details		
533	The system should provide a notification to Asset Manager once an item marked as assets is received		
534	Ability to generate asset tag based on asset class & predefined sequence numbering to help in the process of physical verification process. This should happen at the central stores		
535	Ability to allocate each asset to one or more insurance policies		
536	Provide alerts for payment of insurance premium before the expiry date		
537	Ability to trigger off alerts as reminders for maintenance of		
538	Ability to register and track warranty information		
539	Ability to associate a fixed asset with a regional office and calculate depreciation expense accordingly		
540	The system provides the ability to store manufacturing information		
541	The system provides the ability to store supplier information		
542	The system provides the ability to track to what system a piece of system belongs		
543	The system provides the ability to track the asset purchased, installed dates, removed dates, original costs, life-to-date repair costs, current replacement costs		
544	The system should have the functionality to request for and get approval of an asset movement/transfer from one location to another		
545	The system should have the functionality to monitor the asset movements.		
546	The system must be able to maintain an Asset Maintenance budget and total life cycle of the assets		
547	<p>The system should have the functionality to manage Preventive maintenance. It should have the ability to:</p> <ul style="list-style-type: none"> <li>✓ Define PM(preventative maintenance) parameters per asset</li> <li>✓ Define PM inspection schedules per asset</li> <li>✓ Capture PM inspection feedback reports per asset</li> <li>✓ Capture PM actions carried</li> <li>✓ Update PM next inspection date</li> <li>✓ Capture the team (internal or outsourced) scheduled to carry out the PM</li> <li>✓ Track all stock items issued towards the asset maintenance work order</li> <li>✓ Track all outsourced service orders issued towards the asset maintenance</li> </ul>		
548	<p>The system should generate the following reports:</p> <ul style="list-style-type: none"> <li>✓ Assets beyond their useful life</li> <li>✓ Assets that have been maintained over a select period</li> <li>✓ Assets with maintenance costs over a select</li> </ul>		

	threshold ✓ Assets with +/- maintenance budget balances		
549	Ability for creating annual disposal plans		
550	The system should have the functionality to manage different types of asset disposals		
551	The system should have the functionality to manage asset disposals through Sale by Public Tender process		
552	The system should have the functionality to manage asset disposals through Sale by Public Auction process		
553	The system should have the functionality to manage asset disposals through Donation process		
554	The system should have the functionality to manage asset disposals through Trade-In process		
555	The system should have the functionality to manage asset disposals through Waste/Destruction/burying Disposal process		
556	Ability of the system to support QR coding in asset management		
557	The system should have a functionality that allows one to generate a number of different standard reports, including: Current asset tagging listing List of fixed asset transferred between locations or custodian during the period		
558	Asset tag (Barcode) for asset to be uniquely identified		
559	The status of the asset to be monitored (whether active, suspended, or disposed)		
560	The location and holder (responsible person) of the asset to be determined and transfers to be approved and recorded		
	<b>TECHNICAL MANAGEMENT SYSTEM REQUIREMENTS</b>		
	<b>Raw Water</b>		
561	Ability to create annual production plan		
562	Ability of the system to record and provide complete information on raw water		
563	The system should be able to capture the following raw water details and maintain a central repository (raw water database): Name of the source of raw water Type of the source of raw water Location of the source of raw water should be integrated or linked with a Geographic Information System (GIS) Supply locations of raw water should be integrated or linked with a Geographic Information System (GIS) Design capacity of the source of raw water (Volume) Operation design of the source of raw water (daily volume performance analysis)		
564	Ability to analyze raw water quality production water treatment plants Number of separate raw water source Water provided through all raw water sources (m3/day)- list to be provided Description of tests i.e. Turbidity, pH, colour, temperature and other physio-chemical properties Number of tests conducted per raw water source		

	Number of tests planned Total number of tests of raw water sources		
565	Ability to generate disaggregated daily, weekly, monthly and annual data and reports on production of raw water		
566	Enable authorized users to remark		
	<b>Water Treatment</b>		
567	Ability of the system to record and provide complete information on water treatment works		
568	The system should be able to capture the following treatment works details and maintain a central repository (treated water database): Name of water treatment works Location of water treatment works should be integrated or linked with a Geographic Information System (GIS) Supply location of treated water should be integrated or linked with a Geographic Information System (GIS) Design capacity of water treatment works (Volume) Operation design of water treatment works (daily volume performance analysis)		
569	Ability of the system to benchmark allowed abstraction levels yearly against the design capacity		
570	The system should be able to capture the following water quality details and maintain a central repository (treated water quality database): <ul style="list-style-type: none"> <li>✓ Annalise water quality against World Health Organization (WHO) standards/guidelines</li> <li>✓ Water production to (m3/day)</li> <li>✓ Number of separate networks</li> <li>✓ Water provided through all networks (m3/day)-list to be provided</li> <li>✓ Description of tests i.e. Residual chlorine, Bacteriological, Turbidity, pH, colour, temperature and other physio- chemical</li> <li>✓ Number of tests conducted per network</li> <li>✓ Number of tests planned according to guideline</li> <li>✓ Number of tests within Kenya Standard</li> <li>✓ Total number of tests in networks</li> <li>✓ Specify treatment chemicals(coagulants, disinfectant, soda ash, difluorides) used for water production, quantity used and cost per treatment</li> </ul> Enable authorised users to remark on: In case of deviation from No. of planned tests give reasons and state what action was taken: In case of non-compliance for water quality acceptable limits of tested samples give reasons and state what action was taken:		
571	The following bulk meter attributes should be included in the system registry Number of bulk meters GPS coordinates; Location of installed bulk meters Serial number		



	Brand Type Serial number Readings Manufacturing date; First installation date (can be used to establish the age of the bulk meter in combination with the manufacturing data, if known); Last installation (or servicing) date (can be used to estimate the age of the bulk meter if the first installation date is unknown); Operational status: functional, non- functional, damaged (but functional), or testing requested, visible defects; Ability to make remarks and initiate prompts to address any malfunctions through approval and escalations. Ability to create a maintenance schedule (who, start, finish and update).		
	<b>Electromechanical</b>		
572	Ability of the system to record and provide complete information registry about pumps and motors used in the water distribution network.		
573	The pump and motor registry should be integrated or linked with a Geographic Information System (GIS)		
574	Ability to record number of pumps and motors		
575	The following pump attributes should be included in the registry: GPS coordinates (Administrative) zone code; Serial number; Brand; Type: pump, motor, and coupling; Capacity, pump (hp), motor (kw); Volt, Amp, single- or three-phase; Manufacturing date; First installation date (can be used to establish the age of the pump/motor in combination with the manufacturing data, if known); Last installation (or servicing) date (can be used to estimate the age of the pump/motor if the first installation date is unknown); Operational status: functional, non- functional, damaged (but functional), or testing requested, visible defects; Ability to make remarks and initiate prompts to address any malfunctions through approval and escalations. Ability to create a maintenance		
576	The above attributes to be integrated with asset management and requisition sub-modules		
577	Ability to support energy audits with the following parameters		



	Date of recording Time (start and finish) Cumulative pumping period(hours) Water pumped(m3) Energy consumed in (kWh) Energy cost at KES per (kWh) Billed Electrical Consumption (kWh) Measured Electrical Consumption (kWh) Billed – Measured Variance $\pm$ (kWh) Generate comparison graphs		
	<b>INFORMATION AND COMMUNICATION TECHNOLOGY</b>		
578	User Access Control Management Process		
579	User Support and ICT Help Desk		
580	Data Back up on-site, off-site		
581	System and Data Security		
582	Authentication/password management		
583	Users authorization		
584	Workflows management		
585	Roles management		
586	Rights management		
587	System Audit trail		
588	Back-end systems management		
	<b>INTERNAL AUDIT</b>		
589	Risk Based Audit Process		
590	Liaising with external auditors in carrying out statutory and other audits process		
591	Audit planning		
592	Audit Plan Execution /Actual Audit		
593	Audit Reporting		
594	Audit Follow ups		

## SECTION 6. CONDITIONS OF CONTRACT AND CONTRACT FORMS

### Preface

1. This Section includes two types of standard contract forms for: A Lump-Sum Contract and a Time-Based Contract. Each type includes General Conditions of Contract ("GCC") that shall not be modified, and Special Conditions of Contract ("SCC"). The SCC includes clauses specific to each contract to supplement, but not over- write or otherwise contradict, the General Conditions of Contract.
2. Lump-Sum Contract. This type of contract is used mainly for assignments in which the scope and the duration of the Services and the required output of the Consultant are clearly defined. Payments are linked to outputs (deliverables) such as draft or final reports, drawings, bill of quantities, bidding documents, or software programs. Lump-sum contracts are easier to administer because they operate on the principle of a fixed price for a fixed scope, and payments are due on clearly specified out puts and milestones. Never the less, quality control of the Consultant's outputs by KEWASCO s paramount.
3. Time-Based Contract. This type of contract is appropriate when it is difficult to define or fix the scope and the duration of the services, either because they are related to activities carried out by others for which the completion period may vary, or because the input of the consultants required for attaining the objectives of the assignment is difficult to assess. In time-based contracts the Consultant provides services on a timed basis according to quality specifications, and Consultant's remuneration is determined on the basis of the time actually spent by the Consultant in carrying out the Services and is based on (i) agreed upon unit rates for the Consultant's experts multiplied by the actual time spent by the experts in executing the assignment, and (ii) reimbursable expenses using actual expenses and/or agreed unit prices. This type of contract requires KEWASCO to closely supervise the Consultant and to be involved in the daily execution of the assignment.
4. The templates are designed for use in assignments with consulting firms and shall not be used for contracting of individual experts. In some consultancy assignments such as design and construction supervision, both Lump- Sum and Time-Based Contracts are used and signed with the Consultant. In that case, the Lump-Sum Contract would apply for the design part of the Services while the construction supervision part would be based on a Time- Based Contract. In such event, both types of contracts shall be signed at the same time.

## CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum Contract

Consulting Services for:

Contract No.: \_\_\_\_\_

Contract Description: \_\_\_\_\_

Between

\_\_\_\_\_ *[Name of KEWASCO]*

and

\_\_\_\_\_ *[Name of the Consultant]*

Date:

## I. FORM OF CONTRACT - LUMP-SUM

*(Text in brackets [ ] is optional; all notes should be deleted in the final text)*

This CONTRACT (herein after called the "Contract") is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Procuring Entity]* (herein after called the "Procuring Entity") and, on the other hand, *[name of Consultant]* (herein after called the "Consultant").

*[If the Consultant consists of more than one entity, the above should be partially amended to read as follows: "... (hereinafter called the "Procuring Entity") and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to KEWASCO for all the Consultant's obligations under this Contract, namely, [name of member] and [name of member] (herein after called the "Consultant").]*

### WHEREAS

a) KEWASCO has requested the Consultant to provide certain consulting services as defined in this Contract (herein after called the "Services");  
b) the Consultant, having represented to KEWASCO that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

c) KEWASCO has set aside a budget and funds toward the cost of the Services and intends to apply a portion of these funds towards payments under this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached here to shall be deemed to form an integral part of this Contract:

- a) The General Conditions of Contract;
- b) The Special Conditions of Contract;
- c) Appendices:
  - Appendix A: Terms of Reference
  - Appendix B: Key Experts
  - Appendix C: Breakdown of Contract Price
  - Appendix D: Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: The Special Conditions of Contract; the General Conditions of Contract; Appendix A; Appendix B; Appendix C; Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of KEWASCO and the Consultant shall be set forth in the Contract, in particular:

- a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- b) KEWASCO shall make payments to the Consultant in accordance with the provisions of the Contract.

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

For and on behalf of ..... *[Name of Procuring Entity]*

*[Authorized Representative of KEWASCO-----name, title and signature]*

For and on behalf of ..... *[Name of Consultant or Name of a Joint Venture]*

*[Authorized Representative of the Consultant-name and signature]*

*[Note: 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.]*

For and on behalf of each of the members of the Consultant..... *[Insert the Name of the Joint Venture]* *[Name of the lead member]*

*[Authorized Representative on behalf of a Joint Venture]* *[Add signature blocks for each member if all are signing]*

## **SECTION 7: GENERAL CONDITIONS OF CONTRACT**

### **A. General Provisions**

#### **1. Definitions**

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

- a) "Applicable Law" means the laws and any other instruments having the force of law in Kenya.
- b) "Consultant" means a legally-established professional consulting firm or entity selected by KEWASCO to provide the Services under the signed Contract.
- c) "Contract" means the legally binding written agreement signed between KEWASCO and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- d) "Procuring Entity" means KEWASCO that signs the Contract for the Services with the selected Consultant.
- e) "Day" means a working day unless indicated otherwise.
- f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- g) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- h) "Foreign Currency" means any currency other than the currency of Kenya.
- i) "GCC" means these General Conditions of Contract.
- j) "Government" means the government of Kenya.
- k) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses 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 KEWASCO for the performance of the Contract.
- l) "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 Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.
- m) "Local Currency" means the Kenya Shillings, the currency of Kenya.
- n) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part here of under the Contract.
- o) "Party" means KEWASCO or the Consultant, as the case may be, and "Parties" means both of them.
- p) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- q) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- r) "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.

(t) "Third Party "means any person or entity other than the Government, KEWASCO, the Consultant or a Sub-consultant.

## **2. Relationship between the Parties**

1.1 Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between KEWASCO and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

## **3. Law Governing Contract**

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

## **4. Language**

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

## **5. Headings**

5.1 The headings shall not limit, alter or affect the meaning of this Contract.

## **6. Communications**

6.1 Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the English Language. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.

6.2 A Party may change its address for notice here under by giving the other Party any communication of such change to the address specified in the SCC.

## **7 Location**

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

## **8 Authority of Member in Charge**

8.1 In case the Consultant is a Joint Venture, the members hereby authorize them ember specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards KEWASCO under this Contract, including without limitation the receiving of instructions and payments from KEWASCO.

## **9 Authorized Representatives**

9.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by KEWASCO or the Consultant may be taken or executed by the officials specified in the SCC.

## **10 Corrupt and Fraudulent Practices**

10.1 The government requires compliance with its policy regarding corrupt and fraudulent/prohibited practices as set forth in its laws and policies.

**10.2 Commissions and Fees-** KEWASCO requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to a gents or any other party with respect

to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract by KEWASCO and/or sanctions by the PPRA.

## **B. Commencement, Completion, Modification and Termination of Contract**

### **11 Effectiveness of Contract**

11.1 This Contract shall come into force and effect on the date (the "Effective Date") of KEWASCO's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

### **12 Termination of Contract for Failure to Become Effective**

12.1 If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty-two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect there to.

### **13 Commencement of Services**

13.1 The Consultant shall confirm availability of Key Experts and begins carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

### **14 Expiration of Contract**

14.1 Unless terminated earlier pursuant to Clause GCC19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

### **15 Entire Agreement**

15.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

### **16 Modifications or Variations**

16.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

### **17 Force Majeure**

#### **a. Definition**

17.1 For the purposes of this Contract, "Force Majeure" means event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2 Force Majeure shall not include (i) any event which has been caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.

17.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

**b. No Breach of Contract**

17.4 The failure of a Party to fulfill any of its obligations here under shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

**c. Measures to be taken**

17.5 A party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

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

b) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by KEWASCO, shall either:

c) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by KEWASCO, in reactivating the Services; or

d) Continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed or additional costs reasonably and necessarily incurred.

17.7 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.

## **18 Suspension**

18.1 KEWASCO may, by written notice of suspension to the Consultant, suspend all payments to the Consultant here under if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) Shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

## **19 Termination**

19.1 This Contract may be terminated by either Party as per provisions set up below:

**a. By KEWASCO**

19.1.1 KEWASCO may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence, KEWASCO shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

a If the Consultant fails to remedy a failure in the performance of its obligations here under, as specified in a notice of suspension pursuant to Clause GCC 18;

b If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go in to liquidation or receivership whether compulsory or voluntary;

c If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;



- d If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- e If KEWASCO, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- f If the Consultant fails to confirm availability of Key Experts as required in Clause GCC13.

19.1.2 Furthermore, if KEWASCO determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive [or obstructive] practices, in competing for or in executing the Contract, then KEWASCO may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

#### **b. By the Consultant**

- a) The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to KEWASCO, in case of the occurrence of any of the events specified in paragraphs(a)through(d)of this Clause.
- b) If KEWASCO fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC45.1within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- c) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- d) If KEWASCO fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC45.1.
- e) If KEWASCO is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by KEWASCO of the Consultant's notice specifying such breach.

#### **c. Cessation of Rights and Obligations**

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC14, all rights and obligations of the Parties here under shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC22, (iii) the Consultant's obligation to permit in section, copying and auditing of their accounts and records set forth in Clause GCC25, and (iv) any right which a Party may have under the Applicable Law.

#### **d. Cessation of Services**

19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by KEWASCO, the Consultant shall proceed as provided, respectively, by Clauses GCC27or GCC28.

#### **e. Payment up on Termination**

19.1.6 Up on termination of this Contract, KEWASCO shall make the following payments to the Consultant:

- a) Payment or Services satisfactorily performed prior to the effective date of termination; and
- b) In the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

#### **C. Obligation s of the Consultant**

##### **16. General**

##### **a. Standard of Performance**

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to KEWASCO, and shall at all times support and safeguard KEWASCO's legitimate interests in any dealings with the third parties.

20.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by KEWASCO. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

**b. Law Applicable to Services**

20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

20.5 Throughout the execution of the Contract, the Consultants shall comply with the import of goods and services prohibitions in Kenya when

- a As a matter of law or official regulations, Kenya prohibits commercial relations with that country; or
- b 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 from that country or any payments to any country, person, or entity in that country.

20.6. KEWASCO shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

**21 Conflict of Interests**

21.1 The Consultant shall hold KEWASCO's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

**a. Consultant Not to Benefit from Commissions, Discounts, etc.**

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations here under, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising KEWASCO on the procurement of goods, works or services, the Consultant shall at all times exercise such responsibility in the best interest of KEWASCO. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of KEWASCO.

**b. Consultant and Affiliates Not to Engage in Certain Activities**

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

**c. Prohibition of Conflicting Activities**

21.1.4 The Consultant shall not engage and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the

activities assigned to them under this Contract.

#### **d. Strict Duty to Disclose Conflicting Activities**

21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Procuring Entity, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

### **22 Confidentiality**

22.1 Except with the prior written consent of KEWASCO, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or because of, the Services.

### **23 Liability of the Consultant**

23.1 Subject to additional provisions, if any, set for in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.

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

24.1 The Consultant (i) shall take out and maintain and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by KEWASCO, insurance against the risks, and for the coverage specified in the SCC, and (ii) at KEWASCO's request, shall provide evidence to KEWASCO showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC13.

### **25 Accounting, Inspection and Auditing**

25.1 The Consultant shall keep and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

25.2 The Consultant shall permit and shall cause its Sub-consultants to permit, the PPRA and/ or persons appointed by the PPRA to inspect the Site and /or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PPRA if requested by the PPRA. The Consultant's attention is drawn to Clause GCC10 which provides, interlaid, that acts intended to materially impede the exercise of the PPRA's inspection and audit rights provided for under this ClauseGCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of in eligibility under the PPRA's prevailing sanctions procedures.)

### **26 Reporting Obligations**

26.1 The Consultant shall submit to KEWASCO the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix.

### **27 Proprietary Rights of KEWASCO in Reports and Records**

27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for KEWASCO in the course of the Services shall be confidential and become and remain the absolute property of KEWASCO. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to KEWASCO, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of KEWASCO.

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain KEWASCO's prior written approval to such agreements, and KEWASCO

shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

## **28 Equipment, Vehicles and Materials**

28.1 Equipment, vehicles and materials made available to the Consultant by KEWASCO or purchased by the Consultant wholly or partly with funds provided by KEWASCO, shall be the property of KEWASCO and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to KEWASCO an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with KEWASCO's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by KEWASCO in writing, shall insure them at the expense of KEWASCO in an amount equal to their full replacement value.

28.2 Any equipment or materials brought by the Consultant or its Experts into Kenya for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

### **D. Consultant's Experts and Sub-consultants**

## **29 Description of Key Experts**

29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in Appendix B.

## **30 Replacement of Key Experts**

30.1 Except as KEWASCO may otherwise agree in writing, no changes shall be made in the Key Experts.

30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

## **31 Removal of Experts or Sub-consultants**

31.1 If KEWASCO finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Procuring Entity determine that Consultant's Expert or Sub consultant have engaged in corrupt, fraudulent, collusive, coercive [or obstructive] practice while performing the Services, the Consultant shall, at KEWASCO's written request, provide a replacement.

31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by KEWASCO to be incompetent or incapable in discharging assigned duties, KEWASCO, specifying the grounds therefore, may request the Consultant to provide a replacement.

31.3 Any replacement of the removed Experts or Sub consultants shall possess better qualifications and experience and shall be acceptable to KEWASCO.

31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

### **E. Obligations of KEWASCO**

## **32 Assistance and Exemptions**

32.1 Unless otherwise specified in the SCC, KEWASCO shall use its best efforts to:

a Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.

b Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other

documents required for their stay in Kenya while carrying out the Services under the Contract.

c Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.

d Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.

e Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in Kenya according to the applicable law in Kenya

f Assist the Consultant, any Sub-consultants and the Experts or either of them with obtaining the privilege, pursuant to the applicable law in Kenya, of bringing in to Kenya reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.

g Provide to the Consultant any such other assistance as may be specified in the SCC.

### **33 Access to Project Site**

33.1 KEWASCO warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. KEWASCO will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts or either of them.

### **34 Change in the Applicable Law Related to Taxes and Duties**

34.1 If, after the date of this Contract, there is any change in the applicable law in Kenya with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 39.1

### **35 Services, Facilities and Property of KEWASCO**

35.1 KEWASCO shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.

### **36 Counterpart Personnel**

36.1 KEWASCO shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by KEWASCO with the Consultant's advice, if specified in Appendix A.

36.2 Professional and support counterpart personnel, excluding Procuring Entity's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work as assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and KEWASCO shall not unreasonably refuse to act upon such request.

### **37 Payment Obligation**

37.1 In consideration of the Services performed by the Consultant under this Contract, KEWASCO shall make such payments to the Consultant for the deliverables specified in Appendix A and in such manner as is provided by GCCF below.

## **F. Payments to the Consultant**

### **38 Contract Price**

38.1 The Contract price is fixed and is set forth in the SCC. The Contract price breakdown is provided in



## Appendix C.

38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in Appendix A.

### 39 Taxes and Duties

39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.Currency of Payment

39.2 Any payment under this Contract shall be made in the currency (ies) of the Contract.

### 40 Mode of Billing and Payment

40.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.

40.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in Appendix A. The payments will be made according to the payment schedule stated in the SCC.

40.2.1 *Advance payment:* Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to KEWASCO in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (I) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix D, or in such other form as KEWASCO shall have approved in writing. The advance payments will be set off by KEWASCO in equal portions against the lump-sum installments specified in the SCC until said advance payments have been fully set off.

40.2.2 *The Lump-Sum Installment Payments.* KEWASCO shall pay the Consultant within sixty (60) days after the receipt by KEWASCO of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if KEWASCO does not approve the submitted deliverable(s) as satisfactory in which case KEWASCO shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and there after the fore going process shall be repeated.

40.2.3 *The Final Payment:* The final payment under this Clause shall be made only after the final report has been submitted by the Consultant and approved as satisfactory by KEWASCO. The Services shall then be deemed completed and finally accepted by KEWASCO. The last lump-sum installment shall be deemed approved for payment by KEWASCO within ninety (90) calendar days after receipt of the final report by KEWASCO unless KEWASCO, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and there after the fore going process shall be repeated.

40.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

40.2.5 With the exception of the final payment under 40.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations here under.

### 41 Interest on Delayed Payments

41.1 If KEWASCO had delayed payments beyond thirty (30) days after the due date stated in Clause GCC 41.2.2, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

## G. Fairness and Good Faith

### 42 Good Faith



42.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

## **H. Settlement of Disputes**

### **43 Amicable Settlement**

43.1.2 The Parties shall seek to resolve any dispute amicably by mutual consultation.

43.1.3 If either Party objects to any action or in action of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 45.1 shall apply.

### **44 Dispute Resolution**

44.1.2 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.



## SECTION 8: SPECIAL CONDITIONS OF CONTRACT

*[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]*

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Contract shall be construed in accordance with the law of Kenya  <i>[Where the Parties may designate the law of another country, in which case the name of the respective country should be inserted, and the name of Kenya should be removed.]</i>
4.1	The language is: English
6.1 and 6.2	The addresses are <i>[fill in at negotiations with the selected firm]</i> :  Procuring Entity: _____ Attention: _____ Facsimile: _____ E-mail: _____  Consultant: Attention: _____ Facsimile: _____ E-mail: _____
8.1	<i>[If the Consultant consists only of one entity, state "N/A";</i> <i>OR</i> <i>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i> The Lead Member on behalf of the JV is _____ <i>[insert name of the member]</i>
9.1	The Authorized Representatives are:  For KEWASCO: <i>[name, title]</i> ____  For the Consultant: <i>[name, title]</i> ____
11.1	The effectiveness conditions are the following: <i>[Note: If there are no effectiveness conditions, state "N/A"]</i>  <i>OR</i>  <i>List here any conditions of effectiveness of the Contract, e.g., receipt by the Consultant of an advance payment, and by KEWASCO of an advance payment guarantee (see Clause SCC45.1(a)), etc.]</i>
12.1	Termination of Contract for Failure to Become Effective:  The time period shall be _____ <i>[insert time period, e.g.: four months]</i> .

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
13.1	<p>Commencement of Services:</p> <p>The number of days shall be _____[e.g.: ten].</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to KEWASCO in writing as a written statement signed by each Key Expert.</p>
14.1	<p>Expiration of Contract:</p> <p>The time period shall be ____[insert time period, e.g.: twelve months].</p>
21.1.3.	<p>KEWASCO reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</p> <p>Yes: _____ No: _____</p>
23.1	<p>No additional provisions. [OR</p> <p>The following limitation of the Consultant's Liability towards KEWASCO can be subject to the Contract's negotiations:</p> <p>"Limitation of the Consultant's Liability towards KEWASCO:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to KEWASCO's property, shall not be liable to KEWASCO:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds two times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law.</p> <p><u>[Notes to KEWASCO and the Consultant:</u></p> <p><i>Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant's liability under the Contract should be carefully scrutinized by KEWASCO <u>prior to accepting any changes</u> to what was included in the issued RFP.</i></p> <p><i>To be acceptable to KEWASCO, any limitation of the Consultant's liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to KEWASCO, and (b) the Consultant's ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant's liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and reimbursable expenses. <u>A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable to KEWASCO.</u> Also, the Consultant's liability should never be limited for loss or damage caused by the Consultant's gross negligence or willful misconduct.</i></p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<i>KEWASCO does not accept a provision to the effect that KEWASCO shall indemnify and hold harmless the Consultant against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of KEWASCO to the extent permissible by the law applicable in Kenya.]</i>
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p><i>[Delete what is not applicable except (a)].</i></p> <p>(a) Professional liability insurance, with a minimum coverage of <i>[insert amount and currency which should be not less than the total ceiling amount of the Contract]</i>;</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in KEWASCO's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of <i>[insert amount and currency or state "in accordance with the applicable law in KEWASCO's country"]</i>;</p> <p>(c) Third Party liability insurance, with a minimum coverage of <i>[insert amount and currency or state "in accordance with the applicable law in Kenya"]</i>;</p> <p>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the Applicable Law in Kenya, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
27.1	<p>The additional rights to the use of the documents are:</p> <p><i>[If applicable, insert any exceptions to proprietary rights provisions]</i></p>
27.2	<p><i>[If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 27.2 should be indicated as Not Applicable.</i></p> <p><i>If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:</i></p> <p><i>[The Consultant shall not use these [insert what applies..... documents and software.... ] for purposes unrelated to this Contract without the prior written approval of KEWASCO.]</i></p> <p><i>[OR]</i></p> <p><i>[KEWASCO shall not use these [insert what applies..... documents and software.....] for purposes unrelated to this Contract without the prior written approval of the Consultant.]</i></p> <p><i>[OR]</i></p> <p><i>[Neither Party shall use these [insert what applies..... documents and software.....] for purposes unrelated to this Contract without the prior written approval of the other Party.]</i></p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
32.1 (a) through (f)	<i>[List here any changes or additions to Clause GCC 32.1. If there are no such changes or additions, indicate Not Applicable.]</i>
32.1(g)	<i>[List here any other assistance to be provided by KEWASCO. If there is no such other assistance, indicate Not Applicable for this Clause SCC 32.1(g).]</i>
38.1	<p>The Contract price is: _____ <i>[insert amount and currency for each currency as applicable]</i> <i>[indicate: inclusive or exclusive]</i> of local taxes.</p> <p>Any local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall <i>[insert as appropriate: “be paid” or “reimbursed”]</i> by KEWASCO <i>[insert as appropriate: “for “or “to”]</i> the Consultant.</p> <p>The amount of such taxes is _____ <i>[insert the amount as finalized at the Contract’s negotiations on the basis of the tax amounts provided by the Consultant in Form FIN-2 of the Consultant’s Financial Proposal.</i></p>
39.1 and 39.2	<p><i>[KEWASCO, depending on the source of funds and tax exemptions already granted by the Government, shall decide whether the Consultant (i) should be exempted from local tax, or (ii) should be reimbursed by KEWASCO for any such tax they might have to pay (or that KEWASCO would pay such tax on behalf of the Consultant)]</i></p> <p>KEWASCO warrants that <i>[choose one applicable option consistent with the ITC 16.3 and the outcome of the Contract’s negotiations (Form FIN-2)]</i></p> <p><i>If ITC 16.3 indicates a tax exemption status, include the following: “the Consultant, the Sub-consultants and the Experts shall be exempt from”</i></p> <p><b>OR</b></p> <p><i>If ITC 16.3 does not indicate the exemption and, depending on whether KEWASCO shall pay the withholding tax or the Consultant has to pay, include the following:</i></p> <p>“KEWASCO shall pay on behalf of the Consultant, the Sub-consultants and the Experts,” OR “KEWASCO shall reimburse the Consultant, the Sub-consultants and the Experts”]</p> <p>any taxes, duties, fees, levies and other impositions imposed, under the applicable law in KEWASCO’s country, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <p>(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of Kenya), in connection with the carrying out of the Services;</p> <p>(b) any equipment, materials and supplies brought into Kenya by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;</p> <p>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by KEWASCO and which is treated as property of KEWASCO;</p> <p>(d) any property brought into Kenya by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of Kenya), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from KEWASCO’s country, provided that:</p> <p>(i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of Kenya in importing property into Kenya; and</p> <p>(ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	property in KEWASCO's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of Kenya, or (b) shall reimburse them to KEWASCO if they were paid by KEWASCO at the time the property in question was brought into KEWASCO's country.
40.2	<p>The payment schedule:</p> <p><i>[Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A]</i></p> <p>1<sup>st</sup> payment: <i>[insert the amount of the installment, percentage of the total Contract price, and the currency. If the first payment is an advance payment, it shall be made against the bank guarantee for the same amount as per GCC 41.2.1]. E.g. "Twenty (20) percent of the lumpsum contract price shall be paid upon submission and approval of the Inception Report</i></p> <p>2<sup>nd</sup> payment: Example: Sixty (60) percent of the lumpsum Contract Price shall be paid upon submission of an acceptable Draft Report.</p> <p>3<sup>rd</sup> and Final Payment: Example: Twenty (20) percent of the lumpsum Contract Price shall be paid upon submission and approval of the Final Report.</p> <p><i>[Total sum of all installments shall not exceed the Contract price set up in SCC38.1. Every Payment shall be subject to (i) submission to KEWASCO of the prerequisite Report and/or payment request documents, and, (ii) approval and acceptance of the said reports and documents by KEWASCO]</i></p>
40.2.1	<p><i>[The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies)]</i></p> <p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <p>(1) An advance payment [of <i>[insert amount]</i> in foreign currency] [and of <i>[insert amount]</i> in Kenya Shillings] shall be made within <i>[insert number]</i> days after the receipt of an advance bank payment guarantee by KEWASCO. The advance payment will be set off by KEWASCO in equal portions against [list the payments against which the advance is offset].</p> <p>(2) The advance bank payment guarantee shall be in the amount and in the currency of the currency (ies) of the advance payment.</p> <p>(3) The bank guarantee will be released when the advance payment has been fully set off.</p>
40.2.4	<p>The accounts are:</p> <p>for foreign currency: <i>[insert account]</i>.</p> <p>for local currency: <i>[insert account]</i>.</p>
41.1	The interest rate is: <i>[insert rate]</i> .

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
44.1	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. <u>Selection of Arbitrators</u>. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>[name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland]</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>[insert the name of the same professional body as above]</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, KEWASCO and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>[name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.]</i>.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>[name the same appointing authority as in said paragraph (b)]</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
	<p>2. <u>Rules of Procedure</u>. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators</u>. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators</u>. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country <i>[If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties]</i> or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Consultant <i>[If the Consultant consists of more than one entity, add: or of any of their members or Parties];</i> or</p>



Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</p> <p>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</p>
	<p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in <i>[select a country which is neither KEWASCO's country nor the Consultant's country]</i>;</p> <p>(b) the <i>[type of language]</i> language shall be the official language for all purposes; and</p> <p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>

This Section includes a Time-Based Contract. It includes General Conditions of Contract ("GCC") that shall not be modified, and Special Conditions of Contract ("SCC"). The SCC include clauses specific to each contract to supplement, but not over-write or otherwise contradict, the General Conditions of Contract.

**Time-Based Contract.** This type of contract is appropriate when it is difficult to define or fix the scope and the duration of the services, either because they are related to activities carried out by others for which the completion period may vary, or because the input of the consultants required for attaining the objectives of the assignment is difficult to assess. In time-based contracts the Consultant provides services on a timed basis according to quality specifications, and Consultant's remuneration is determined on the basis of the time actually spent by the Consultant in carrying out the Services and is based on (i) agreed upon unit rates for the Consultant's experts multiplied by the actual time spent by the experts in executing the assignment, and (ii) reimbursable expenses using actual expenses and/or agreed unit prices. This type of contract requires KEWASCO to closely supervise the Consultant and to be involved in the daily execution of the assignment.

The template is designed for use in assignments with consulting firms and shall not be used for contracting of individual experts. In some consultancy assignments such as design and construction supervision, both Lump-Sum and Time- Based Contracts are used and signed with the Consultant. In that case, the Lump-Sum Contract would apply for the design part of the Services while the construction supervision part would be based on a Time-Based Contract. In such event; both types of contracts shall be signed at the same time.

In case a Time-Based Contract is not used, please delete the contract template for time-based contract before issuance of the RFP to Consultants.

## PREFACE

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<sup>1</sup>The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency (ies) of the advance payment as

Specified in the Contract, or in a freely convertible currency acceptable to the Procuring Entity.

<sup>2</sup>Insert the expected expiration date. In the event of an extension of the time for completion of the Contract KEWASCO would need to request an extension of This guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, KEWASCO might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to KEWASCO's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."



## II: FORM OF CONTRACT-TIME-BASED

(Text in brackets [ ] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the "Contract") is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Procuring Entity]* (herein after called the "Procuring Entity") and, on the other hand, *[name of Consultant]* (hereinafter called the "Consultant").

*[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: "... (herein after called the "Procuring Entity") and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to KEWASCO for all the Consultant's obligations under this Contract, namely, [name of member] and [name of member] (hereinafter called the "Consultant").]*

### WHEREAS

- a) KEWASCO has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- b) the Consultant, having represented to KEWASCO that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- c) KEWASCO has set aside a budget and funds towards the cost of the services and intends to apply a portion of the funds to eligible payments under the Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached here to shall be deemed to form an integral part of this Contract:

- a) The General Conditions of Contract;
- b) The Special Conditions of Contract;
- c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Remuneration Cost Estimates

Appendix D: Reimbursable Cost Estimates

Appendix E: Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: The Special Conditions of Contract; the General Conditions of Contract; Appendix A; Appendix B; Appendix C and Appendix D; Appendix E. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Procuring Entity and the Consultant shall be as set forth in the Contract, in particular:

- a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- b) KEWASCO shall make payments to the Consultant in accordance with the provisions of the Contract.

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

For and on behalf of \_\_\_\_\_ *[Name of Procuring Entity]* *[Authorized Representative of KEWASCO-name title and signature]*

For and on behalf of \_\_\_\_\_ *[Name of Consultant or Name of a Joint Venture]*  
*[Authorized Representative of the Consultant-name and signature]*

*[Note: 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.]*

For and on behalf of each of the members of the Consultant..... *[insert the name of the Joint Venture]* *[Name of the lead member]*

## **Section 8: General Conditions of Contract**

### **A. GENERAL PROVISIONS**

#### **1. Definitions**

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

- a) "Applicable Law" means the laws and any other instruments having the force of law in Kenya.
- b) "Procuring Entity" means KEWASCO that signs the Contract for the Services with the Selected Consultant.
- c) "Consultant" means a legally - established professional consulting firm or entity selected by KEWASCO to provide the Services under the signed Contract.
- d) "Contract" means the legally binding written agreement signed between KEWASCO and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- e) "Day" means a working day unless indicated otherwise.
- f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC11.
- g) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- h) "Foreign Currency" means any currency other than the Kenya Shilling.
- i) "GCC" means these General Conditions of Contract.
- j) "Government" means the government of Kenya.
- k) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses 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 KEWASCO for the performance of the Contract.
- l) "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 Curricula Vitae (CV) was taken in to account in the technical evaluation of the Consultant's proposal.
- m) "Local Currency" means the Kenya Shilling.
- n) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- o) "Party" means KEWASCO or the Consultant, as the case may be, and "Parties" means both.
- p) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- q) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- r) "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- s) "Third Party" means any person or entity other than the Government, KEWASCO, the Consultant or a Sub-consultant.

#### **2. Relationship between the Parties**

1.3 Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between KEWASCO and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by the moron their behalf here under.

#### **2 Law Governing Contract**

2.1 This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by

the Applicable Law.

### **3 Language**

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

### **4 Headings**

4.1 The headings shall not limit, alter or affect the meaning of this Contract.

### **5 Communications**

5.1 Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.

5.2 A party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.

### **6 Location**

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

### **7 Authority of Member in Charge**

7.1 In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards KEWASCO under this Contract, including without limitation the receiving of instructions and payments from KEWASCO.

### **9 Authorized Representatives**

9.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by KEWASCO or the Consultant may be taken or executed by the officials specified in the SCC.

### **10 Corrupt and Fraudulent Practices**

10.1 The Government requires compliance with its policy and laws in regard to corrupt and fraudulent or prohibited practices as set forth in its laws and policies.

#### **a. Commissions and Fees**

10.2 KEWASCO requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or the other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract by KEWASCO and/or sanctions by the PPRA.

### **Commencement, Completion, Modification and Termination of Contract.**

#### **11 Effectiveness of Contract**

11.1 This Contract shall come into force and effect on the date (the "Effective Date") of KEWASCO's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

#### **12 Termination of Contract for Failure to Become Effective**

12.1 If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty-two (22) days written notice to the other Party, declare this contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

### **13 Commencement of Services**

13.1 The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

#### **14. Expiration of Contract**

14.1 Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

#### **15 Entire Agreement**

15.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

#### **16 Modifications or Variations**

16.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

16.2 **In cases of substantial modifications or variations.**

#### **17 Force Majeure**

##### **a. Definition**

17.1 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations here under impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2 Force Majeure shall not include (i) any event which is caused by then negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations here under.

17.3 Force Majeure shall not include in sufficiency of funds or failure to make any payment required here under.

##### **b. No Breach of Contract**

17.4 The failure of a Party to fulfill any of its obligations here under shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

##### **c. Measures to be taken**

17.5 A party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

17.7 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be

extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

17.8 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by KEWASCO, shall either:

- a demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by KEWASCO, in reactivating the Services; or
- b Continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 47 & 48.

## **18 Suspension**

18.1 KEWASCO may, by written notice of suspension to the Consultant, suspend all payments to the Consultant here under if the Consultant fails to perform for many of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

## **19 Termination**

19.1 This Contract may be terminated by either Party as per provisions setup below:

### **a By KEWASCO**

19.1.1 KEWASCO may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence, KEWASCO shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- a If the Consultant fails to remedy a failure in the performance of its obligations here under, as specified in a notice of suspension pursuant to Clause GCC 18;
- b If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- c If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 48.1;
- d If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- e If KEWASCO, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- f If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2 Furthermore, if KEWASCO determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive [or obstructive] practices, in competing for or in executing the Contract, then KEWASCO may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

### **b By the Consultant**

19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to KEWASCO, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- a If KEWASCO fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 48.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.

- b If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- c If KEWASCO fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 48.1.
- d If KEWASCO is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by KEWASCO of the Consultant's notice specifying such breach.

#### **c. Cessation of Rights and Obligations**

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties here under shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.

#### **d. Cessation of Services**

19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by KEWASCO, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

#### **e. Payment upon Termination**

19.1.6 Upon termination of this Contract, KEWASCO shall make the following payments to the Consultant:

- a remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 42;
- b In the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract.

### **C. OBLIGATIONS OF THE CONSULTANT**

#### **20 General**

##### **a. Standard of Performance**

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to KEWASCO, and shall at all times support and safeguard KEWASCO's legitimate interests in any dealings with the third parties.

20.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by KEWASCO. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

##### **b. Law Applicable to Services**

20.4 The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the



Applicable Law.

20.5 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in Kenya when

- a As a matter of law or official regulations, Kenya prohibits commercial relations with that country; or
- b 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,

20.6 KEWASCO shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

## **21 Conflict of Interests**

21.1 The Consultant shall hold KEWASCO's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

### **a Consultant Not to Benefit from Commissions, Discounts, etc.**

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 41 through 46) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations here under, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising KEWASCO on the procurement of goods, works or services, shall at all times exercise such responsibility in the best interest of KEWASCO. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Procuring Entity.

### **b Consultant and Affiliates Not to Engage in Certain Activities**

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

### **c Prohibition of Conflicting Activities**

21.1.4 The Consultant shall not engage and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

### **d Strict Duty to Disclose Conflicting Activities**

21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Procuring Entity, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

## **22 Confidentiality**

22.1 Except with the prior written consent of KEWASCO, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or because of, the Services.

## **23 Liability of the Consultant**

23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.

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

24.1 The Consultant (I) shall take out and maintain and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by KEWASCO, insurance against the risks, and for the coverage specified in the SCC, and (ii) at KEWASCO's request, shall provide evidence to KEWASCO showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC13.

## **25 Accounting, Inspection and Auditing**

25.1 The Consultant shall keep and shall make all reasonable effort to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

25.2. The Consultant shall permit and shall cause its Sub-consultants to permit, the PPRA and/or persons appointed by the PPRA to inspect the Site and /or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PPRA if requested by the PPRA. The Consultant's attention is drawn to Clause GCC10 which provides, inter alia, that acts intended to materially impede the exercise of the PPRA's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the PPRA's prevailing sanctions procedures.)

## **26 Reporting Obligations**

26.1 The Consultant shall submit to the Procuring Entity the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix.

## **27 Proprietary Rights of KEWASCO in Reports and Records**

27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for KEWASCO in the course of the Services shall be confidential and become and remain the absolute property of KEWASCO. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to KEWASCO, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of KEWASCO.

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain KEWASCO's prior written approval to such agreements, and KEWASCO shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

## **28 Equipment, Vehicles and Materials**

28.1 Equipment, vehicles and materials made available to the Consultant by KEWASCO, or purchased by the Consultant wholly or partly with funds provided by KEWASCO, shall be the property of KEWASCO and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to KEWASCO an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with KEWASCO's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by KEWASCO in writing, shall insure the same at the expense of KEWASCO in an amount equal to their full replacement value.

28.2 Any equipment or materials brought by the Consultant or its Experts into, as applicable.

## **D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS**

### **29 Description of Key Experts**



29.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in Appendix B.

29.2 If required to comply with the provisions of Clause GCC 20 a, adjustments with respect to the estimated time- input of Key Experts set forth in Appendix B may be made by the Consultant by a written notice to KEWASCO, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 41.2.

29.3 If additional work is required beyond the scope of the Services specified in Appendix A, the estimated time-input for the Key Experts may be increased by agreement in writing between KEWASCO and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 41.1, the Parties shall sign a Contract amendment.

### **30 Replacement of Key Experts**

30.1 Except as KEWASCO may otherwise agree in writing, no changes shall be made in the Key Experts.

30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forth with provide as are placement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

### **31 Approval of Additional Key Experts**

31.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to KEWASCO for review and approval a copy of their Curricula Vitae (CVs). If KEWASCO does not object in writing (stating the reasons for the objection) within twenty-two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by KEWASCO.

### **32 Removal of Experts or Sub-consultants**

32.1 If KEWASCO finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall KEWASCO determine that Consultant's Expert or Sub-consultant has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice while performing the Services, the Consultant shall, at KEWASCO's written request, provide a replacement.

32.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by KEWASCO to be incompetent or incapable in discharging assigned duties, KEWASCO, specifying the grounds therefore, may request the Consultant to provide a replacement.

32.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to KEWASCO.

### **33 Replacement/ Removal of Experts–Impact on Payments**

33.1 Except as KEWASCO may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

### **34 Working Hours, Overtime, Leave, etc.**

34.1 Working hours and holidays for Experts are set forth in Appendix B. To account for travel time to/from Kenya, experts carrying out Services inside Kenya shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, Kenya as is specified in Appendix B.

34.2 The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave

except as specified in Appendix B, and the Consultant's remuneration shall be deemed to cover these items.

34.3 Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

## **E. Obligations of KEWASCO**

### **35 Assistance and Exemptions**

35.1 Unless otherwise specified in the SCC, KEWASCO shall use its best efforts to:

- a Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- b Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Kenya while carrying out the Services under the Contract.
- c Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- d Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- e Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in Kenya according to the applicable law in Kenya.
- f Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in Kenya, of bringing into Kenya reasonable amounts of foreign currency for the purposes of the services or for the personal use of the Experts and of withdrawing any such amounts as may be earned there in by the Experts in the execution of the Services.
- g Provide to the Consultant any such other assistance as may be specified in the SCC.

### **36 Access to Project Site**

36.1 KEWASCO warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. KEWASCO will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultant or the Experts of either of them.

### **37 Change in the Applicable Law Related to Taxes and Duties**

37.1 If, after the date of this Contract, there is any change in the applicable law in Kenya with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC41.1.

### **38 Services, Facilities and Property of KEWASCO**

38.1 KEWASCO shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.

38.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 41.3.

### **39 Counterpart Personnel**

39.1 KEWASCO shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by KEWASCO with the Consultant's advice, if specified in Appendix A.

39.2 If counterpart personnel are not provided by KEWASCO to the Consultant as and when specified in Appendix A, KEWASCO and the Consultants Hall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by KEWASCO to the Consultant as a result there of pursuant to Clause GCC 41.3.

39.3 Professional and support counterpart personnel, excluding Procuring Entity's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and KEWASCO shall not unreasonably refuse to act upon such request.

#### **40 Payment Obligation**

40.1 In consideration of the Services performed by the Consultant under this Contract, KEWASCO shall make such payments to the Consultant and in such manner as is provided by GCCF below.

#### **Fairness and Good Faith**

##### **41 Good Faith**

41.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

#### **H. Settlement of Disputes**

##### **42 Amicable Settlement**

42.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

42.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will considerate and responds in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 49.1 shall apply.

##### **43 Dispute Resolution**

43.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to either Party to the adjudication/arbitration in accordance with the provisions in the SCC.

## SECTION 8: SPECIAL CONDITIONS OF CONTRACT

*[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]*

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Contract shall be construed in accordance with the law of Kenya
4.1	The language is English
6.1 and 6.2	<p>The addresses are <i>[fill in at negotiations with the selected firm]</i>:</p> <p>Procuring Entity: _____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p> <p>Consultant: _____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p>
8.1	<p><i>[Note: If the Consultant consists only of one entity, state “Not Applicable”;</i></p> <p><i>OR</i></p> <p><i>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i></p> <p>The Lead Member on behalf of the JV is _____<i>[insert name of the member]</i></p>
9.1	<p>The Authorized Representatives are:</p> <p>For KEWASCO: <i>[name, title]</i>__</p> <p>For the Consultant: <i>[name, title]</i>__</p>
11.1	The effectiveness conditions are the following: <i>[insert “Not Applicable” or list the conditions]</i>
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The period shall be _____<i>[insert period, e.g.: four months]</i>.</p>
13.1	<p>Commencement of Services:</p> <p>The number of days shall be _____<i>[e.g.: ten]</i>.</p> <p>Confirmation of Key Experts’ availability to start the Assignment shall be submitted to KEWASCO in writing as a written statement signed by each Key Expert.</p>
14.1	<p>Expiration of Contract:</p> <p>The period shall be _____<i>[insert time period, e.g.: twelve months]</i>.</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
23.1	<p>No additional provisions. <i>[OR:</i></p> <p>The following limitation of the Consultant's Liability towards KEWASCO can be subject to the Contract's negotiations:</p> <p>"Limitation of the Consultant's Liability towards KEWASCO:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to KEWASCO's property, shall not be liable to KEWASCO:</p> <p style="padding-left: 40px;">(i) for any indirect or consequential loss or damage; and</p> <p style="padding-left: 40px;">(ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p style="padding-left: 20px;">(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p style="padding-left: 20px;">(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law.</p>
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p><i>[Note: Delete what is not applicable except (a)].</i></p> <p>(a) Professional liability insurance, with a minimum coverage of _____ <i>[insert amount and currency which should be not less than the total ceiling amount of the Contract];</i></p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in KEWASCO's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of <i>in accordance with the applicable law in Kenya</i></p> <p>(c) Third Party liability insurance, with a minimum coverage of <i>in accordance with the applicable law in KEWASCO's country.</i></p> <p>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in KEWASCO's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
27.1	<p><i>[If applicable, insert any exceptions to proprietary rights provision _____]</i></p>
27.2	<p><i>[If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 27.2 should be indicated "Not Applicable". If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:</i></p> <p><i>[The Consultant shall not use these [insert what applies..... documents and software.....] for purposes unrelated to this Contract without the prior written approval of KEWASCO.]</i></p> <p><b>OR</b></p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>[KEWASCO shall not use these <i>[insert what applies..... documents and software.....]</i> for purposes unrelated to this Contract without the prior written approval of the Consultant.]</p> <p><b>OR</b></p> <p>[Neither Party shall use these <i>[insert what applies..... documents and software .....]</i> for purposes unrelated to this Contract without the prior written approval of the other Party.]</p>
35.1 (a) through (f)	<i>[List here any changes or additions to Clause GCC 35.1. If there are no such changes or additions, indicate “Not Applicable”]</i>
35.1(g)	<i>[List here any other assistance to be provided by KEWASCO. If there is no such other assistance, indicate “Not Applicable” for this Clause SCC 35.1(g).]</i>
44.1	The currency or currencies of payment shall be the following: <i>[list currency(ies) which should be the same as in the Financial Proposal, Form FIN-2]</i>
49	Disputes shall be settled by arbitration by the Nairobi Centre for International Arbitrations.

## SECTION 9: APPENDICES

### Appendix A – Terms of Reference

*[This Appendix shall include the final Terms of Reference (TORs) worked out by KEWASCO and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements; Procuring Entity's input, including counterpart personnel assigned by KEWASCO to work on the Consultant's team; specific tasks that require prior approval by KEWASCO.]*

*Insert the text based on the Section 5 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 in the Consultant's Proposal. Highlight the changes to Section 5 of the RFP]*

*If the Services consist of or include the supervision of civil works, the following action that require prior approval of KEWASCO shall be added to the Reporting Requirements" section of the TORs: Taking any action under a civil works contract designating the Consultant as Engineer", for which action, pursuant to such civil works contract, the written approval of KEWASCO is required.*

### Appendix B - Key Experts

*[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]*

*[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time to/ from Kenya; entitlement, if any, to leave pay; public holidays in Kenya that may affect Consultant's work; etc. Make sure there is consistency with Form TECH-6. In particular: one month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.]*

### Appendix C – Remuneration Cost Estimates

#### 1 Monthly rates for the Experts:

*[Insert the table with the remuneration rates. The table shall be based on [Form FIN-3] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3] at the negotiations or state that none has been made.]*

2 *[When the Consultant has been selected under Quality-Based Selection method, or KEWASCO has requested the Consultant to clarify the breakdown of very high remuneration rates at the Contract's negotiations also add the following:*

*"The agreed remuneration rates shall be stated in the attached Form: Breakdown of Agreed Fixed Rates in Consultant's Contract. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP "Consultants' Representations regarding Costs and Charges" submitted by the Consultant to KEWASCO prior to the Contract's negotiations.*

*Should these representations be found by KEWASCO (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, KEWASCO shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by KEWASCO before any such modification, (i) KEWASCO shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Procuring Entity to the Consultants, the Consultants shall reimburse to KEWASCO any excess payment within thirty (30) days of receipt of a written claim of KEWASCO. Any such claim by KEWASCO for reimbursement must be made within twelve (12) calendar months after receipt by KEWASCO of a final report and a final statement approved by KEWASCO in accordance with Clause GCC 45.1 (d) of this Contract."*



## 88 APPENDIX E: FORM OF ADVANCE PAYMENTS GUARANTEE

[Note: See Clause GCC 41.2 and

SCC41.2] Bank Guarantee for Advance Payment

[Bank's Name and Address of Issuing Branch or Office]

Beneficiary: \_\_\_\_\_ [Name and Address of Procuring Entity]

Date: \_\_\_\_\_

ADVANCE PAYMENT GUARANTEE No. \_\_\_\_\_

We have been informed that \_\_\_\_\_ [name of Consultant or a name of the Joint Venture, same as appears on the signed Contract] (herein after called "the Consultant") has entered into Contract No. \_\_\_\_\_ [Reference number of the contract] dated \_\_\_\_\_ with you, for the provision of \_\_\_\_\_ [brief description of Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of \_\_\_\_\_ [Amount in figures] ( ) [amount in words] is to be made against an advance payment guarantee.

At the request of the Consultant, we \_\_\_\_\_ [name of bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_ [amount in figures] ( ) [amount in words]<sup>1</sup> upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant are in breach of their obligation under the Contract because the Consultant have used the advance payment for purposes other than toward providing the Services under the Contract. It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number at \_\_\_\_\_ [name and address of bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultant has made full repayment of the amount of the advance payment, or on the day of \_\_\_\_\_, 202\_, whichever is earlier.

Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

[Signature (s)]

**Note:** All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.

<sup>1</sup>The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency (ies) of the advance payment as Specified in the Contract, or in a freely convertible currency acceptable to the Procuring Entity.

<sup>2</sup>Insert the expected expiration dates. In the event of an extension of the time for completion of the Contract, KEWASCO would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, KEWASCO might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to KEWASCO's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."



## SECTION 10. 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 Consultants 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.]

	<b>Submitted Proposal</b>	<b>Overall technical score</b>	<b>Financial Proposal Price</b>	<b>Evaluated Financial Proposal Price (If applicable)</b>	<b>Combined Score and ranking (if applicable)</b>
[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]	[Proposal price]	[evaluated price]	<u>Combined Score:</u> [combined score] <u>Ranking:</u> [ranking]

		Sub-criterion c: .....etc. Criterion (iv): [insert score] Criterion (v): [insert score] Total score: [insert score]			
[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 KEWASCO.

#### **(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 KEWASCO]:*

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 KEWASCO of ..... dated the...day of .....20.....in the matter of Tender No.....of .....20.... 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.....

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FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on.....day of .....20.....

**SIGNED**

**Board Secretary**

### 3. LETTER OF AWARD

*[use letterhead paper of KEWASCO]*

*[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 hereby 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***

#### 4. BENEFICIAL OWNERSHIP DISCLOSURE FORM

**INSTRUCTIONS TO CONSULTANTS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM**

*This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful Consultant. In case of joint venture, the Consultant must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.*

*For the purposes of this Form, a Beneficial Owner of a Consultant is any natural person who ultimately owns or controls the Consultant by meeting one or more of the following conditions:*

- Directly or indirectly holding 25% or more of the shares.*
- Directly or indirectly holding 25% or more of the voting rights.*
- Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant.*

Request for Proposal Reference No.: \_\_\_\_\_ [insert identification no]

Name of the Assignment: \_\_\_\_\_ [insert name of the assignment]

To: \_\_\_\_\_ [insert complete name of Procuring Entity]

In response to your notification of award dated \_\_\_\_\_ [insert date of notification of award] to furnish additional information on beneficial ownership: \_\_\_\_\_ [select one option as applicable and delete the options that are not applicable]

I) We here by provide the following beneficial ownership information.

**Details of beneficial ownership**

<b>Identity of Beneficial Owner</b>	<b>Directly or indirectly holding 25% or more of the shares (Yes / No)</b>	<b>Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)</b>	<b>Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Consultant (Yes / No)</b>
<i>[include full name (last, middle, first), nationality, country of residence]</i>			

OR

ii) We declare that there is no Beneficial Owner meeting one or more of the following conditions: directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights. Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant.

OR

iii) We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Consultant shall provide explanation on why it is unable to identify any Beneficial Owner]

*Directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights.*

*Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant]”*

*Name of the Consultant: .....\*[insert complete name of the Consultant]\_\_\_\_\_*

*Name of the person duly authorized to sign the Proposal on behalf of the Consultant: \*\* [insert complete name of person duly authorized to sign the Proposal]*

*Title of the person signing the Proposal ..... [insert complete title of the person signing the Proposal]*

*Signature of the person named above: .....[insert signature of person whose name and capacity are shown above]*

*Date signed ..... [insert date of signing] day of.....[Insert month], [insert year]*

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*\* In the case of the Proposal submitted by a Joint Venture specify the name of the Joint Venture as Consultant. In the event that the Consultant is a Joint venture, each reference to “Consultant” in the Beneficial Ownership Disclosure Form (including this Introduction there to) shall be read to refer to the joint venture member.*

*\*\* Person signing the Proposal shall have the power of attorney given by the Consultant. The power of attorney shall be attached with the Proposal Schedules.*