



REPUBLIC  
OF  
KENYA



Poverty Reduction Through Sustainable NRM



## MINISTRY OF ENVIRONMENT, WATER AND NATURAL RESOURCES

### UPPER TANA NATURAL RESOURCES MANAGEMENT PROJECT

Financed by;

Government of Kenya;

International Fund for Agricultural Development Loan No I-867-KE and Spanish Trust

Fund Loan No I-E-8-KE

And Beneficiaries

Lead agency;

Ministry of Environment, Water and Natural Resources

## TENDER NO EBU/CC/31/013~014

**TENDER FOR CONSULTANCY SERVICES TO CARRY OUT  
COMMUNITY PROPOSAL APPRAISAL, MONITORING AND  
EVALUATION (BOTH DESK AND FIELD)**

**RECRUITMENT OF A FIRM OF EXPERTS IN COMMUNITY PROJECT  
PROPOSAL APPRAISAL, MONITORING AND EVALUATION (DESK  
&FIELD)**

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## INTRODUCTION

1. This Standard Request for Proposals (SRFP) has been prepared for use by public entities in Kenya in the procurement of consultancy services and selection of consultants.
2. The SRFP includes Standard form of Contract for Large Assignments and small assignment which are for lump sum or time based payments.
3. A separate SRFP has been provided for selection of individual professional consultants.
4. The General Conditions of Contract should not be modified and instead the Special Conditions of Contract should be used to reflect the unique circumstances of the particular assignment. Similarly the information to consultants should only be clarified or amended through the Appendix to information to Consultants.

SECTION I ~ LETTER OF INVITATION



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Poverty Reduction Through Sustainable NRM



**MINISTRY OF ENVIRONMENT, WATER AND NATURAL RESOURCES**  
**UPPER TANA NATURAL RESOURCES MANAGEMENT PROJECT (UTaNRMP)**  
PO Box 996-60100 EMBU      Tel: 068-31376      E-mail: [utanrmp@gmail.com](mailto:utanrmp@gmail.com)

## INVITATION TO TENDER

### REQUEST FOR PROPOSAL

#### TENDER No EBU/CC/31/013~014

#### REQUEST FOR PROPOSAL (RFP) FOR CONSULTANCY SERVICES TO CARRY OUT COMMUNITY PROPOSAL APPRAISAL, MONITORING AND EVALUATION (BOTH DESK AND FIELD)

The Government of Kenya has received financial assistance from the International Fund for Agricultural Development (IFAD) and the Spanish Trust Fund towards financing an eight year (2012-2020) Integrated Upper Tana Natural Resources Management Project. The project aims at poverty reduction targeting households whose livelihoods revolve around the use of the natural resources of Upper Tana catchment. The project area covers six counties namely; Embu, Tharaka Nithi, Meru, Nyeri, Kirinyaga and Murang'a and includes the Mt. Kenya and Aberdares National Parks and surrounding Forest Reserves. The project is implemented through four (4) components namely Community Empowerment, Sustainable Rural Livelihoods, Sustainable Water and Natural Resource Management and Project Management and Coordination. The project Lead Agency is the Ministry of Environment, Water and Natural Resources.

The project intends to use part of the funds to hire a consulting firm as an Independent Oversight Agent (IOA) to support the project in carrying out **Community Proposal Appraisal, Monitoring and Evaluation (desk & field)**. The consultancy duration will be one (1) year with a possibility of renewal depending on performance and agreement reached with government and donor.

The project hereby invites eligible and interested bidders to submit comprehensive, technical and financial proposal showing competency to provide the consultancy services as per specifications provided in the Request for Proposal (RFP) documents.

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Tenders must be accompanied by a bid security of 2% of tender sum in bankers' cheque or bank guarantee and valid for **120 days** from the date of tender opening. Prices quoted should be inclusive of all taxes and must be expressed in Kenya Shillings and shall remain valid for a period of 90 days from the closing date of the tender. Other conditions are as per the RFP document.

Interested eligible bidders may obtain and inspect the tender documents at the Deputy County Commissioner's office, Embu West, Monday to Friday from 8:00 AM – 4:00 PM excluding public holidays. A complete set of tender documents may be obtained by interested firms upon payment of a non - refundable fee of **Kshs. 1, 000.00 (One thousand shillings only)** to the Embu West District Treasury. The same information may also be downloaded free of charge at:  
<http://www.mkepp.or.ke/index.php/press-releases/viewdownload/4-press-releases/26-independent-oversight-agency-tender>

Completed tender documents in plain sealed envelopes, clearly marked **“TENDER NO EBU/CC/31/013-014 RFP for Consultancy Services to Carry out Community Proposal Appraisal, Monitoring and Evaluation (Both Desk & Field)”** shall be addressed to:

The Project Coordinator,  
UTaNRMP,  
P.O BOX 996-60100  
EMBU

**and** be deposited in the Tender Box located at the Deputy County Commissioner's Office Embu West so as to be received not later than 10:00 am on 11<sup>th</sup> April, 2014. Opening of the tenders will take place immediately thereafter at the Embu West Deputy County Commissioner's Boardroom in the presence of bidders' or their representatives who wish to attend. Late bids will not be accepted regardless of the circumstances.

**PROJECT COORDINATOR**  
**For: Principal Secretary**  
**Ministry of Environment Water and Natural Recourses.**

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## SECTION II – INFORMATION TO CONSULTANTS (ITC)

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## SECTION II: - INFORMATION TO CONSULTANTS (ITC)

### 2.1 Introduction

- 2.1.1 The Client named in the Appendix to consultants “ITC” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the Appendix to ITC. The method of selection shall be as indicated by the procuring entity in the Appendix.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix to “ITC” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 The Procuring entity will provide the inputs specified in the Appendix “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2.1.6 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.7 The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 2.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

### 2.2 Clarification and Amendment of RFP Documents

- 2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client’s address indicated in the Appendix “ITC”. The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but

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without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited consultants and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

### 2.3 Preparation of Technical Proposal

2.3.1 The Consultants proposal shall be written in English language

2.3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

2.3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
- (ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix to ITC. The proposal shall however be based on the number of professional staff-time estimated by the firm.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix to ITC, preferably working under conditions similar to those prevailing in Kenya.
- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

2.3.4 The Technical Proposal shall provide the following information using the attached Standard Forms;

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
- (iii) A description of the methodology and work plan for performing the assignment.

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- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix "A" specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix "A".

**2.3.5** The Technical Proposal shall not include any financial information.

## **2.4 Preparation of Financial Proposal**

- 2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.
- 2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix "A" specifies otherwise.
- 2.4.3 Consultants shall express the price of their services in Kenya Shillings.
- 2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.
- 2.4.5 The Proposal must remain valid for 60 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

## **2.5 Submission, Receipt, and Opening of Proposals**

- 2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as

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necessary to correct errors made by the firm itself. Any such corrections must be initiated by the persons or person authorised to sign the proposals.

- 2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix “A”. Each Technical Proposal and Financial Proposal shall be marked “ORIGINAL” or “COPY” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 2.5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL,**” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” and warning: “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**”. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix “ITC” and be clearly marked, “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**”
- 2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix “ITC”. Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.
- 2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

## 2.6 Proposal Evaluation General

- 2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix “ITC”. Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant’s proposal.
- 2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

## 2.7 Evaluation of Technical Proposal

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

|                                                                                                 | <b>Points</b> |
|-------------------------------------------------------------------------------------------------|---------------|
| (i) Specific experience of the consultant related to the assignment                             | (5-10)        |
| (ii) Adequacy of the proposed work plan and methodology in responding to the terms of reference | (20-40)       |
| (iii) Qualifications and competence of the key staff for the assignment                         | (30-40)       |
| (iv) Suitability to the transfer of Technology Programme (Training)                             | <u>(0-10)</u> |

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## **Total Points 100**

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

### **2.8 Public Opening and Evaluation of Financial Proposal**

- 2.8.1 After Technical Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.
- 2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical. Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. Whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
- 2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.
- 2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:-  
$$Sf = 100 \times \frac{FM}{F}$$
where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + p = 1) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows:-  $S = St \times T\% + Sf \times P\%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 2.8.6 The tender evaluation committee shall evaluate the tender within 30 days of from the date of opening the tender.
- 2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).

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2.8.8 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price

2.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

## **2.9 Negotiations**

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

2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

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

2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

2.9.6 The procuring entity shall appoint a team for the purpose of the negotiations.

## **2.10 Award of Contract**

2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.

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

2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

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2.10.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.10.5 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.10.6 To qualify for contract awards, the tenderer shall have the following:

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.

## **2.11 Confidentiality**

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

## **2.12 Corrupt or fraudulent practices**

2.12.1 The procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.12.2 The procuring entity will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

## Appendix to information to consultants

### Note on the Appendix to Information to Consultants

1. The Appendix to information to consultant is intended to assist the procuring entity in providing specific information in relation to corresponding claims in the information to consultants included in Section II and the appendix has to be prepared for each specific consultancy.
2. The Procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the assignment of the consultancy and the proposals evaluation criteria that will apply to the RFP Consultancy.
3. In preparing the appendix the following aspects should be taken into consideration.
  - (a) The information that specifies or complements provisions of Section II to be incorporated.
  - (b) Amendments of Section II as necessitated by the circumstances of the specific consultancy to be also incorporated
  - (c) Section II should remain unchanged and any changes or amendments should be introduced through the appendix.

## Appendix to Information to Consultants

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

### Clause Reference

2.1 The name of the Client is: **Upper Tana Natural Resources Management Project, P.O Box 996-60100 EMBU, Tel 068- 31376, 31517**

2.1.1 The method of selection is: **Open national tender through QCBS- Quality and Cost Based Selection**

2.1.2 Technical and Financial Proposals are requested: **Yes**

The name, objectives, and description of the assignment are: **A Proposal to Carry Out Community Proposal Appraisal, Monitoring and Evaluation (Both Desk & Field)**

2.1.3 A pre-proposal conference will be held: **No**

The name(s), address (es) and telephone numbers of the Client's official(s) are:  
**Project Coordinator, P.O Box 996-60100 EMBU Tel 068- 31376, 31517**

2.1.4 The Client will provide the following inputs: **As provided for in the terms of reference**

2.1.5 (ii) The estimated number of professional staff months required for the assignment is as provided in the TORs.

(iv) The minimum required experience of proposed professional staff is as provided in the TORs

2.1.6 (vii) Training is a specific component of this assignment:  
Yes: **As provided for in the terms of reference.**

(viii) Additional information in the Technical Proposal includes:  
**As provided for in the terms of reference**

2.1.7 Taxes: [Specify *firm's liability: nature, sources of information*]: **Should show proof of having submitted all government tax obligations. Quotation should indicate all government taxes and obligations.**

2.5.2 Consultants must submit an **original** and **TWO** additional copies of each proposal.

2.5.3 The proposal submission address is: As provided for in the tender advertisement notice. Information on the outer envelope should also include: **'TENDER NO EBU/CC/31/013-014 for Consultancy Services for Community Project Proposal Appraisal, Monitoring and Evaluation (Desk & Field)**

2.5.4 Proposals must be submitted not later than the following date and time: **11<sup>th</sup> April 2014, 10:00AM**

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2.6.1 The address to send information to the Client is: **Project Coordinator, P.O Box 996-60100  
EMBU Tel 068- 31376, 31517**

2.6.3 The minimum technical score required to pass **60 out of 80**.

2.7.1 Alternative formulae for determining the financial scores is the following N/A

The weights given to the Technical and Financial Proposals are:

**T=0.80**

**P=0.20**

2.9.2 The assignment is expected to commence on **a date to be advised** at **Upper Tana Natural Resources Management Project Offices**,

### SECTION III: - TECHNICAL PROPOSAL

#### Notes on the preparation of the Technical Proposals

- 3.1 In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultants own risk and may result in rejection of the consultant's proposal.
- 3.2 The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.
- 3.3 The Technical proposal shall not include any financial information unless it is allowed in the Appendix to information to the consultants or the Special Conditions of contract.

SECTION III ~ TECHNICAL PROPOSAL

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# 1. TECHNICAL PROPOSAL SUBMISSION FORM

[\_\_\_\_\_ Date]

To: \_\_\_\_\_ [Name and address of Client]

Ladies/Gentlemen:

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

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

We remain,

Yours sincerely,

\_\_\_\_\_  
[Authorized Signature]:

\_\_\_\_\_  
[Name and Title of Signatory]

:

\_\_\_\_\_  
[Name of Firm]

:

\_\_\_\_\_  
[Address:]

## 2. FIRM'S REFERENCES

### Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted.

|                                                                                                    |                               |                                                                        |
|----------------------------------------------------------------------------------------------------|-------------------------------|------------------------------------------------------------------------|
| Assignment Name:                                                                                   |                               | Country                                                                |
| Location within Country:                                                                           |                               | Professional Staff provided by Your Firm/Entity(profiles):             |
| Name of Client:                                                                                    |                               | Clients contact person for the assignment.                             |
| Address:                                                                                           |                               | No of Staff-Months; Duration of Assignment:                            |
| Start Date (Month/Year):                                                                           | Completion Date (Month/Year): | Approx. Value of Services (Kshs)                                       |
| Name of Associated Consultants. If any:                                                            |                               | No of Months of Professional Staff provided by Associated Consultants: |
| Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed: |                               |                                                                        |
| Narrative Description of project:                                                                  |                               |                                                                        |
| Description of Actual Services Provided by Your Staff:                                             |                               |                                                                        |

Firm's Name: \_\_\_\_\_

Name and title of signatory; \_\_\_\_\_

*(May be amended as necessary)*

**3. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT.**

---

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services and facilities to be provided by the Client:

- 1.
- 2.
- 3.
- 4.
- 5.

**14. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

---

## 5. TEAM COMPOSITION AND TASK ASSIGNMENTS

### 1. Technical/Managerial Staff

| Name | Position | Task |
|------|----------|------|
|      |          |      |
|      |          |      |
|      |          |      |
|      |          |      |
|      |          |      |

### 2. Support Staff

| Name | Position | Task |
|------|----------|------|
|      |          |      |
|      |          |      |
|      |          |      |
|      |          |      |

## 6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Firm: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

---

Detailed Tasks Assigned: \_\_\_\_\_

---

### Key Qualifications:

*[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].*

---

### Education:

*[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]*

---

### Employment Record:

*[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]*

---

### Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

\_\_\_\_\_  
*[Signature of staff member]* Date: \_\_\_\_\_

\_\_\_\_\_  
*[Signature of authorised representative of the firm]* Date: \_\_\_\_\_

Full name of staff member: \_\_\_\_\_

***UTaNRMP is a corruption free project and no one is required to provide any inducement to participate in any of its implementation processes.***



Full name of authorized representative: \_\_\_\_\_

**7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL**

| Name | Position | Reports Due/ Activities | Months (in the Form of a Bar Chart) |   |   |   |   |   |   |   |   |    |    |    | Number of months |  |  |
|------|----------|-------------------------|-------------------------------------|---|---|---|---|---|---|---|---|----|----|----|------------------|--|--|
|      |          |                         | 1                                   | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |                  |  |  |
|      |          |                         |                                     |   |   |   |   |   |   |   |   |    |    |    |                  |  |  |

Reports Due: \_\_\_\_\_

Activities Duration: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Authorized representative)

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

**8. ACTIVITY (WORK) SCHEDULE**

**(a). Field Investigation and Study Items**

*[1<sup>st</sup>, 2<sup>nd</sup>, etc, are months from the start of assignment)*

|                 | 1 <sup>st</sup> | 2 <sup>nd</sup> | 3 <sup>rd</sup> | 4 <sup>th</sup> | 5 <sup>th</sup> | 6 <sup>th</sup> | 7 <sup>th</sup> | 8 <sup>th</sup> | 9 <sup>th</sup> | 10 <sup>th</sup> | 11 <sup>th</sup> | 12 <sup>th</sup> |  |
|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|------------------|------------------|------------------|--|
| Activity (Work) |                 |                 |                 |                 |                 |                 |                 |                 |                 |                  |                  |                  |  |
| _____           |                 |                 |                 |                 |                 |                 |                 |                 |                 |                  |                  |                  |  |
| _____           |                 |                 |                 |                 |                 |                 |                 |                 |                 |                  |                  |                  |  |
| _____           |                 |                 |                 |                 |                 |                 |                 |                 |                 |                  |                  |                  |  |
| _____           |                 |                 |                 |                 |                 |                 |                 |                 |                 |                  |                  |                  |  |

*UTaNRMP is a corruption free project and no one is required to provide any inducement to participate in any of its implementation processes.*

**(b). Completion and Submission of Reports**

| Reports                                                                           | Date |
|-----------------------------------------------------------------------------------|------|
| 1. Inception Report                                                               |      |
| 4. Interim Progress Report<br>(a) First Status Report<br>(b) Second Status Report |      |
| 3. Draft Report                                                                   |      |
| 4. Final Report                                                                   |      |

## SECTION IV: ~ FINANCIAL PROPOSAL

### Notes on preparation of Financial Proposal

- 4.1 The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc as may be applicable. The costs should be broken down to be clearly understood by the procuring entity.
- 4.2 The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.
- 4.3 The financial proposal should be prepared using the Standard forms provided in this part

SECTION IV ~ FINANCIAL PROPOSAL STANDARD FORMS

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**1. FINANCIAL PROPOSAL SUBMISSION FORM**

\_\_\_\_\_ [Date]

To: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
*[Name and address of Client]*

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for ( \_\_\_\_\_ ) *[Title of consulting services]* in accordance with your Request for Proposal dated ( \_\_\_\_\_ ) *[Date]* and our Proposal. Our attached Financial Proposal is for the sum of ( \_\_\_\_\_ ) *[Amount in words and figures]* inclusive of the taxes.

We remain,

Yours sincerely,

\_\_\_\_\_ *[Authorized Signature]*  
 :  
 \_\_\_\_\_ *[Name and Title of Signatory]:*  
 \_\_\_\_\_ *[Name of Firm]*  
 \_\_\_\_\_ *[Address]*

**2. SUMMARY OF COSTS**

| Costs                              | Currency(ies) | Amount(s) |
|------------------------------------|---------------|-----------|
| Subtotal                           |               |           |
| Taxes                              |               |           |
| Total Amount of Financial Proposal |               | _____     |

### 3. BREAKDOWN OF PRICE PER ACTIVITY

|                        |                    |
|------------------------|--------------------|
| Activity NO.: _____    | Description: _____ |
| Price Component        | Amount(s)          |
| Remuneration           | _____              |
| Reimbursables          |                    |
| Miscellaneous Expenses |                    |
| Subtotal               |                    |

### 4. BREAKDOWN OF REMUNERATION PER ACTIVITY

| Activity No. _____ |          | Name: _____                                         |                   |        |
|--------------------|----------|-----------------------------------------------------|-------------------|--------|
| Names              | Position | Input (Staff months, days or hours as appropriate.) | Remuneration Rate | Amount |
| Regular staff      |          |                                                     |                   |        |
| (i)                |          |                                                     |                   |        |
| (ii)               |          |                                                     |                   |        |
| Consultants        |          |                                                     |                   |        |
| Grand Total        |          |                                                     | _____             |        |

### 5. REIMBURSABLES PER ACTIVITY

Activity No: \_\_\_\_\_ Name: \_\_\_\_\_

| No. | Description           | Unit | Quantity | Unit Price | Total Amount |
|-----|-----------------------|------|----------|------------|--------------|
| 1.  | Air travel            | Trip |          |            |              |
| 2   | Road travel           | Kms  |          |            |              |
| 3.  | Rail travel           | Kms  |          |            |              |
| 4.  | Subsistence Allowance | Day  |          |            |              |
|     | Grand Total           |      |          |            |              |

### 6. MISCELLANEOUS EXPENSES

Activity No. \_\_\_\_\_ Activity Name: \_\_\_\_\_

| No. | Description                                                      | Unit | Quantity | Unit Price | Total Amount |
|-----|------------------------------------------------------------------|------|----------|------------|--------------|
| 1.  | Communication costs____<br>_____<br>(telephone, telegram, telex) |      |          |            |              |
| 2.  | Drafting, reproduction of reports                                |      |          |            |              |
| 3.  | Equipment: computers etc.                                        |      |          |            |              |
| 4.  | Software                                                         |      |          |            |              |
|     | Grand Total                                                      |      |          |            |              |

## SECTION V: - TERMS OF REFERENCE

### 1.0 INTRODUCTION

Upper Tana Natural Resources Management Project is an eight year project (2012-2020) funded by Government of Kenya, International Fund for Agricultural Development (IFAD), Spanish Trust Fund and the Local community. The goal of the project is to “contribute to reduction of rural poverty in the Upper Tana river catchment”. This goal is pursued via two development objectives which reflect the poverty-environment nexus namely (i) increased sustainable food production and incomes for poor rural households living in the project area; and (ii) sustainable management of natural resources for provision of environmental services.

#### 1.1 Project Area

The project area is the Upper Tana catchment which covers an area of 17,420 km<sup>2</sup> and includes 24 river basins and the tributaries of the five rivers formerly under MKEPP that drain into the Tana River. The area covers six of Kenya’s 47 counties namely; Embu, Tharaka Nithi, Meru, Nyeri, Kirinyaga and Murang’a. The area includes the Mt. Kenya and Aberdares National Parks and surrounding Forest Reserves.

Project interventions will be progressively scaled up beginning with further work on the tributaries of the five MKEPP river basins, 12 priority river basins and the other 12 river basins as follows;

**Table 1: UTaNRMP River Basins**

|                                             |                                                                                                                                                                                                                                                                                    |
|---------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| MKEPP River Basins (5)                      | <b>Ena</b> (Itimbogo,Thura,Gangara)<br><b>Kapingazi/Rupingazi</b> (Kiye, Thambana, Nyanjara ,Gichangai,Itabua and Kathita),<br><b>Kathita</b> (Gaciuma, Kinyaritha, Kuuru, Riji).<br><b>Kithinu/Mutonga</b> (Naka,Nithi,Maara South,Maara North and Thuci),<br><b>Tungu</b> (none) |
| High Priority River Basins for UTaNRMP (12) | Maragua, Murubara, Nairobi, Ragati, Rujiweru, Rupingazi, Saba Saba, Thanagatha, Thanantu, Thiba, Thika/Sasumua, Thingithu                                                                                                                                                          |
| 12 Other River Basins                       | Amboni/ Muringato, Iraru, Kayahwe, Lower Chania, Mara, Mariara, Mathioya, Nyamindi, Ruguti, Rwamuthambi, Sagana, Ura                                                                                                                                                               |

The upper Tana catchment is home to 5.2 million people and is under heavy and growing population pressure. The project aims at poverty reduction targeting about 205,000 households (1,025,000 people) whose livelihoods revolve around the use of the natural resources of Upper Tana catchment. These include smallholder crop and livestock farmers, agro-pastoralists, fishers, rural traders, and community groups involved in natural resources management (NRM) and income generating activities. Special focus is on women and youth as well as other vulnerable groups within the above categories. The project also provides indirect benefits to the non-target groups in the Upper Tana catchment through services and enterprises linked with the project activities, as well as to populations outside the catchment who rely on water and hydro-electricity from the river system.

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The Implementation is through four components namely: Sustainable Water Resources and Natural Resources management, Sustainable Rural Livelihoods, Community Empowerment and Project Coordination and Management.

## **1.2 Importance of the Upper Tana catchment**

The Tana River is the most important river basin in Kenya, provides water for about half the entire Kenyan population, 80% of the country's hydroelectric power and 27% of the total discharge of the country's rivers. In addition to the water for hydro-power generation, agriculture, fisheries and the environment, the Upper Tana catchment supplies 92% of all the water used in the City of Nairobi. The Upper Tana catchment includes 25% of Kenya's gazetted forests while Mt Kenya is classified as a World Heritage Site (UNESCO 1978).

## **1.3 Threats to Upper Tana Catchment**

The Upper Tana catchment has experienced considerable land degradation and a drastic reduction of surface water availability during the dry season, and poor water quality during the wet season mainly due to high silt loads. The area is densely populated, with large concentrations of poor and very poor people, particularly in the mid-altitude zone. Landholdings are small and diminishing as population grows, crop yields are low and declining due to fertility depletion and erosion, and rural households are poorly linked to markets and services. The result has been a reduction of tree cover both in the forest reserve and in the farmlands. The reduced tree cover, inappropriate land use practices in the farmlands and overgrazing in the pastoral lowlands have resulted into increased soil erosion rate and hence higher sediment load for the Tana River and its tributaries.

## **1.4 Project Rationale**

The rationale for the project is based on the nexus between rural poverty and ecosystem health in a densely populated and environmentally fragile watershed of critical national and global significance. The high prevalence of rural poverty contributes to environmental degradation which in turn reduces sustainable livelihood opportunities; as well as creating negative environmental externalities including forest degradation, human-wildlife conflict, encroachment in water sources and reduced availability and quality of water to downstream users. The project recognizes the need to arrest the rapid loss of the life-supporting functions of the Tana River ecosystem due to forest degradation, inappropriate agricultural practices, and overgrazing, which have triggered decreasing water recharge, increasing soil erosion that contributes to a high sediment load in the rivers and electricity generating dams. These same factors contribute to the persistently high levels of rural poverty; and also have serious consequences for power supply, the supply of water to the City of Nairobi and other urban areas, the availability of water for irrigation, livestock raising, fisheries and domestic purposes.

## **1.5 Project Goal and Objectives**

The goal of the project is to “contribute to reduction of rural poverty in the Upper Tana river catchment”. This goal is pursued via two development objectives which reflect the poverty-environment nexus:

- i. Increased sustainable food production and incomes for poor rural households living in the project area; and
- ii. Sustainable management of natural resources for provision of environmental services.

The objectives are in line with: (i) IFAD's goal of empowering rural women and men to achieve higher incomes and improved food security; (ii) Kenya's Vision 2030 blueprint which aims at creating a “globally competitive and prosperous country with a high quality of life by 2030” and transforming

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Kenya into “a newly-industrializing, middle-income country providing a high quality of life to all its citizens in a clean and secure environment.

In order to accomplish the aim and objective of contributing to reduction of rural poverty in Upper Tana Catchment, the interventions are summarized as follows;

### 1.6 Project Components

The project is designed to be implemented through four components:

**Component 1: Community Empowerment:** This component is designed to support empowerment of communities to sustainably manage natural resources. It aims at engaging communities to build their capacity to develop plans aimed at improving NRM while also improving their livelihoods, food security and nutrition. The component therefore supports capacity building at community level through mobilization and awareness raising, establishing and strengthening key community structures and institutions, and development and implementation of community action plans. The outputs of this component include:

- i. Communities with increased awareness of sustainable NRM,
- ii. Key community organizations with increased capacity to manage natural resources sustainably, and
- iii. Community Action Plans for livelihood improvement and sustainable NRM.

**Component 2: Sustainable Rural Livelihoods:** This component aims to improve the incomes and living standards of the target group using interventions that are beneficial to the management of the natural resource base. This component outputs include;

- i. agricultural packages adapted to various agro-ecological and socio-economic contexts; and
- ii. CIGs successfully adopt or improve farm and/or non-farm income generating activities (IGAs).

The above outputs are achieved through the following sub-components:

- i. **Adaptive research and demonstrations led by KARI** -This includes On-farm trials and demonstrations, Soil fertility enhancement; and Seed multiplication and distribution. The Kenya Plant Health Inspection Services (KEPHIS) is responsible for regulatory oversight of seed multiplication and distribution while relevant government departments and service-providers are collaborators.
- ii. **Adoption of IGAs through CIG's-** This is implemented by providing matching grants (30% by CIG and 70% by beneficiaries). The FFS extension approach have been used mainly to ensure the success of the IGA's over and above the other methods of demonstration plots, study tours and farmer-to-farmer training.

**Component 3: Sustainable Water and Natural Resource Management:** This component is designed to improve the sustainable utilization of water and other natural resources, mainly using community groups including the WRUAs and the CFAs. The outputs are:

*UTaNRMP is a corruption free project and no one is required to provide any inducement to participate in any of its implementation processes.*

- i. Water resources of the Upper Tana catchment sustainably managed; and
- ii. Sustainably managed forest and agricultural ecosystems.

The outputs are achieved through two sub-components namely;

**(a) Sustainable Water Resources** – The activities address;

- i. Sustainable management of water resources- Support for implementation of SCMPs through grants to WRUA's through WSTF and technical advice from WRMA.
- ii. Community water development and management; improving access to the water resources for domestic uses
- iii. Water-saving irrigation technologies: emphasis on improving irrigation efficiency by use of controlled intake structures, pipes and lined canals to reduce wastage.
- iv. Remedial works at environmental hotspots: This targets hotspots that contribute to silt loads and pollution to water. The project target specific problem areas such as road embankments, borrow pits, quarries, denuded hilltops, coffee processing plants, eroding riverbanks, wetlands, springs and urban waste disposal facilities.

**(b) Sustainable management of forest and agricultural ecosystems** - The activities address:

- i. Rehabilitation of degraded forest reserves: Activities include capacity building of community groups in Participatory Forest Management, seedling production, enrichment planting of degraded forests, and the rehabilitation of degraded forest areas.
- ii. Efficient use of fuel wood: This includes fuel efficient stoves, biogas generators and charcoal kilns through matching grants, together with training in the manufacture and use of such equipment.
- iii. Human-wildlife conflict: Construction of solar powered wildlife control barriers in Mt Kenya.
- iv. Soil and water conservation on farm lands: This is implemented through matching grants (30% beneficiaries and 70% Project).

**Component 4: Project Management and Coordination:** The component is designed to ensure that the project is effectively and efficiently managed. The objective of the component is to enhance management in implementation and coordination of project activities so as to ensure the project is implemented to achieve its objectives.

The key institutional structures that will ensure smooth running of the project starting at the policy level up to the implementation level include: the Project Steering Committee (PSC); Project Coordinating Team (PCT); County Project Coordinating Committee (CPCC) and County Project Facilitating Committee (CPFC). Sub-County Implementing Teams (SCITs) will be established at sub-county levels to support community based institutions such as WRUAs, CFAs, FDACs and CIGs. An Independent Oversight service provider will be competitively recruited to support PCT to: appraise community project proposals (desk and field), monitor implementation and report on agreed milestones.

The expected outputs for the component are:

*UTaNRMP is a corruption free project and no one is required to provide any inducement to participate in any of its implementation processes.*

- i. Fully functional Governance, Management, Monitoring and reporting systems, and
- ii. Knowledge about Natural Resources Management effectively managed and disseminated to stakeholders.

The component has two sub- components namely:

- i. **Project Management.** This encompasses Coordination, Planning, and financial management (disbursements, procurements and audits).
- ii. **Knowledge Management and Learning (KM&L)** the project will develop a KM&L system will encompass five key pillars namely: Monitoring and Evaluation; Information Management; Communication; Innovation and Experimentation and Learning and Adaptation.

## 2. TERMS OF REFERENCE

### 2.0 Objectives of the Consultancy

The objective of this activity is to enhance governance in implementation of project activities to be financed through grants to communities. The project intends therefore to hire a consulting firm (An Independent Oversight Agent) that will receive and appraise Common Interest Groups' (CIGs) proposals and carry out monitoring and evaluation of the activities implemented by the CIGs through the grants to the groups.

### 2.1 Specific Activities

The consulting firm will be expected to:

- (a) Prepare an annual activity plan to be shared with PCT;
- (b) Adequately familiarize with the Project documents including Project Design Report, Draft Project Implementation Manual and Draft Matching Grants manual among other documents;
- (c) Receive CIG proposals from the PCT and undertake desk review of the CIG proposals which includes screening, and review of the proposals as per the guidelines of the matching grants manual;
- (d) Conduct field verifications and appraisals for ground truthing as per the matching grants manual;
- (e) Geo reference and map all the CIG activity sites to be funded;
- (f) Give professional advice to the PCT on all proposals received and make recommendations for the proposals that qualify for funding with specific phases for funding after undertaking both the desk and field verification exercise;
- (g) Conduct field visits to monitor implementation of the agreed milestones of the funded activities and make recommendations on subsequent phase funding; technical and financial management support;
- (h) Undertake risk management to mitigate against project financial loss;
- (i) Develop and maintain a database on the status of all proposals/ funded activities;
- (j) Compile lessons learnt and case studies in view of enriching the matching grants manual;
- (k) Compile and document the best three implemented CIG project per county;
- (l) Compile and share progress reports including quarterly, annual, and status reports among others on activities funded through the matching grant from PCT.

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- (m) Undertake field visits to ascertain CIG projects completion and recommend award of completion certificate.

## **2.2: Scope of Work**

During the first phase of the project, requests for proposals from communities will be from the tributaries of MKEPP river basins and the 12 high priority river basins as shown in table 1. The consulting firm will therefore be required to carry out proposal appraisals as well as field visits/monitoring and evaluation within the phase one of the project area.

## **3.0 SUBMISSION AND EVALUATION OF PROPOSALS**

The proposals shall be submitted in two separate sealed envelopes for **technical** and **financial**. The original and a copy of the technical proposal shall be placed in a sealed envelope and clearly marked “**Technical Proposal for Community Proposal Appraisal, Monitoring and Evaluation (Desk & Field)**”, and the original and copy of the financial proposal in a sealed envelope clearly marked “**Financial Proposal for Community Proposal Appraisal, Monitoring and Evaluation (Desk & Field)**” The two sealed envelopes shall be placed in an outer envelope and sealed. The outer envelope shall bear the **submission address and relevant Quotation Reference Number**.

### *Note*

- i. The Technical proposal shall specify how the assignment will be done (detailed methodology and approach for the consultancy and time frame/activity plan), firm’s capability statement including at least three written references from former clients on similar assignments, personnel competencies and their CV’s and equipment, etc.

*The client will discuss the proposal with the successful Consulting firm only*

- ii. The Financial Proposal in Kenya shillings should include activity based itemized total cost needed to carry out the assignment, consultant’s professional fees and justifiable anticipated reimbursable expenses.

*The costs should remain valid for a period of 90 days after evaluation. Taxes should be quoted differently from the fees where applicable*

- iii. The proposal should be accompanied by a tender bid bond of **2% of the total amount quoted** in form of a Banker’s cheque or a Bank guarantee from a reputable bank incorporated in Kenya which should remain valid for a period of 120 days from the date of tender opening.
- iv. All proposals shall not be withdrawn for a period of 90 days from the date of submission otherwise the bid bond shall be forfeited.
- v. Proposals received after the specified date shall not be considered.
- vi. To ensure that all proposals are treated equally, any request for clarification must be in writing and the response shall be communicated in writing to all bidders.
- vii. The technical and financial proposals must be written in English language.

### **3.1 Qualification of the Consulting Firm**

The consulting firm shall be of unquestionable reputation with qualified personnel who have an extensive experience and knowledge in providing similar services.

### **3.2 Response Requirements**

The proposal must be written in English, and include the following documents:

- i. A letter expressing interest signed by an authorized individual. The letter should include the consulting firm's physical address, mailing address, electronic mail address, fax number, and telephone number (both landline and mobile).
- ii. Background information describing the business: including name, business address and number of years in consultancy works.
- iii. Description of relevant professional experiences in the field of community development as **AN INDEPENDENT CONSULTING FIRM**.
- iv. List of at least three 3 previous clients knowledgeable about the firm performance. The information on previous clients must include the full name of the individual to contact, agency or business name, mailing address, telephone number, and fax number and the type of the consultancy works done. In addition the proposal should have three written references from former clients on similar assignments( .i.e. in community based projects)
- v. Describe the level of technical competencies of the staff (including training, CVs and certifications) relevant to this invitation to bid.
- vi. Detailed itemized budget with accompanying justification.
- vii. Detailed number and type of equipments to be used in the assignment including vehicles computer/accessories, GIS etc
- viii. Statement indicating similar activities undertaken in the last three years (.i.e. in community based projects)
- ix. Proposed activity and time schedule.

**Note:** The proposal document in response to this invitation to bid will form part of the final contract agreement between UTaNRMP and the selected Consulting firm.

### ***3.3 Acceptance of Proposals***

- i. UTaNRMP reserves the right to cancel, change or suspend this invitation to tender, or the contents of the documentation at any time prior to the full acceptance of any proposal.
- ii. Where any change is made, UTaNRMP will notify all respondents in writing and shall alter the tender invitation closing time as it finds appropriate. UTaNRMP may issue a supplementary notice, which shall be sent to all respondents and shall upon issue, become part of the tender documents.
- iii. The lowest price or any proposal will not necessarily be accepted.
- iv. Nothing contained or implied in this document shall oblige UTaNRMP to discuss, justify or give reasons for any of its decisions or actions relating to this process or any individual proposal.

### ***3.4 Submission***

The consulting firm should prepare and submit **two sealed separate proposals**, one **technical** which should give details on how to do the job including personnel, equipments and materials without cost element, and a **financial** proposal which should include cost for each activity identified in the technical proposal (including professional fee, taxes and reimbursable costs etc). The two envelopes containing proposals (Technical and Financial) should be put in one sealed envelope marked "**Community Proposal Appraisal, Monitoring and Evaluation (Desk & Field)**"

To:  
 The Project Coordinator,  
 Upper Tana Natural Resources Management Project,  
 P.o Box 996-60100 Embu

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### **3.5 Communication and Reporting**

All communication/correspondences should be addressed to the Project Coordinator, Upper Tana Natural Resources Management Project, P.o. Box 996, 60100 Embu. Tel: 068-31376, email: [utanrmp@gmail.com](mailto:utanrmp@gmail.com)

### **3.6 Evaluation Procedure**

A technical evaluation committee will be convened to assess the proposals. The panel will include members of the UTaNRMP Management who will make recommendations to the county service delivery co-ordinating unit tender committee based on the criteria outlined below.

#### **3.6.1: Bid Responsiveness**

For bids to be considered responsive, they must provide the following:

- i. Technical Proposal.
- ii. Financial proposal.
- iii. Bid bond of 2% of tender sum in bankers' cheque or bank guarantee.
- iv. Bid validity period (90 days)
- v. Copies of
  - Certificate of registration/incorporation
  - VAT certificate
  - PIN certificate
  - Tax compliance
- vi. current audited financial statements
- vii. Filled business questionnaire
- viii. Proposal in English

#### **3.6.2: Technical and Financial Evaluation**

The table 2 below shows how the technical proposal will be evaluated and scored.

Table 2: The technical and financial evaluation will use the following **weighted** criteria

| No | The Scoring Criteria Considers the following Issues                                                                                                                                                                                                                                                          | Max Score % |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| 1  | Demonstrated understanding of the Terms of Reference (TOR), draft Project Implementation Manual, draft Grants Manual and Project Design Report as evidenced by the quality of the proposal submitted and the specified methodologies proposed (depth, quality, and comprehensiveness of response submission) | 25          |
| 2  | Demonstrated professional experience as an independent consulting firm in the field of community project development (using at least three previous relevant experiences).                                                                                                                                   | 20          |
| 3  | Personnel education and related Competencies relevant to this TOR as evidenced in the proposed staff, their qualifications and experience as shown on their CVs.                                                                                                                                             | 20          |
| 4  | References from three previous clients knowledgeable about the Consulting firm based on the previous assignments and their relevance to the TOR                                                                                                                                                              | 5           |
| 5  | Compatibility with the stated timelines: the activity plan and completion schedule in the proposal                                                                                                                                                                                                           | 5           |

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|                    |                                                                                                                                                                 |             |
|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| 6                  | Demonstrated capacity and ability of the firm to accomplish and produce quality work within the specified time based on field and office equipments to be used. | 5           |
|                    | <b>Sub-Total</b>                                                                                                                                                | <b>80</b>   |
| 7.                 | <b>Proposed cost</b>                                                                                                                                            | <b>20</b>   |
| <b>Grand Total</b> |                                                                                                                                                                 | <b>100%</b> |

The minimum technical score shall be 60% out of the possible 80%. **All technical proposals that do not meet the minimum score shall be considered non-responsive and their corresponding financial proposals shall be returned without being opened.**

**NB:** *The project will provide soft copies (USB or CD) of the draft Project Implementation Manual, draft Grants Manual and Project Design Report on request. These shall be obtained from the office during working hours and must be within the quotation time frame.*

UTaNRMP's procedure of accepting or rejecting any proposal is based on the developed assessment criteria for the assignment. Consequently, adherence to the assessment criteria is important. *The project reserves the right to accept or reject any proposal without giving any reasons whatsoever.*

### **3.7 Opening and evaluation of Financial Proposal**

**3.7.1** After Technical Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening of the financial proposals is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.

**3.7.2** The Financial Proposals shall be opened publicly in the presence of the consulting firm representatives who choose to attend. The name of the consultant, the technical scores and the quotation prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

**3.7.3** The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any un priced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.

**3.7.4** The formulae for determining the Financial Score (Sf) shall be as follows:-

$$Sf = 100 X \frac{FM}{F} \text{ where}$$

Sf is the financial score;

Fm is the lowest priced financial proposal and

F is the price of the proposal under consideration.

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Proposals will be ranked according to their combined technical (*St*) and financial (*Sf*) scores using the weights (*T*=the weight given to the Technical Proposal; *P* = the weight given to the Financial Proposal;  $T + P = 1$ ). The combined technical and financial score, *S*, is calculated as follows:-  $S = St \times T\% + Sf \times P\%$ . **The firm achieving the highest combined technical and financial score will be considered for award.**

### **3.8 Responsibility of the client**

- i. UTaNRMP will facilitate the Consulting firm with any relevant documents in its possession.
- ii. UTaNRMP will issue letters of introduction of the Consultant to the relevant stakeholders as well as work very closely with the Consulting firm to ensure success of the assignment.
- iii. UTaNRMP will meet the cost of the project staff and community members during the various backstopping/ monitoring sessions to be held within the project area.

### **3.9 Responsibility of the Consulting Firm**

The consulting firm should ensure that their equipment and personnel are insured. The consulting firm/Institution will cater for their personnel operational costs as part of their quoted reimbursable costs. In addition the firm/Institution will provide transportation, stationery and other needs to its staff during the whole activity.

### **3.10 Time Frame**

The consulting firm is expected to undertake the consultancy in a period of *twelve (12) months* effective from the time of the award of the tender. However subsequent renewal will depend on performance and approval and concurrence with GoK and IFAD.

### **3.11 Activity Time Schedule**

The consulting firm shall present to the project management an inception report detailing activity schedule and methodology for discussion and agreement within two (2) weeks after signing the contract.

### **3.12 Qualification & Experience**

The consulting firm will assemble a team of multidisciplinary professionals who have wide experience and competences in the fields related to the following:

- i. Community Development
- ii. Agriculture and Livestock development
- iii. Natural Resource Management
- iv. Water Engineering

The team leader shall have wide and proven experience in project management and leadership with a minimum of three (3) years. The other professionals must have a minimum of bachelor's degree in relevant field. The firm's personnel must have proven relevant experience in community project planning and management.

### **3.13 Payment**

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Payment of 25% of the total cost shall be effected every quarter upon submission of an acceptable quarterly report. The client may also discuss with the winning bidder an acceptable payment schedule and will form part of contract.

### **3.14 The Outputs**

The consultant is expected to:

- i. Prepare an Inception Report that details the approaches, methodologies, timelines, and milestones associated with the Consultancy;
- ii. Progressive Milestone report
- iii. Quarterly M&E reports.
- iv. Proposal appraisal and recommendations report.

### **3.15: Office Space**

The project will **provide office space** to the winning consulting firm during the contract period.

### **3.16 Corrupt and Fraudulent Practices**

- i. The procuring entity requires that the tenderer observes the highest standard of ethics during the procurement process and execution of the contract. A tenderer shall sign a declaration that he has not and will not be involved in corrupt and fraudulent practices.
- ii. The procuring entity will reject a tender if it determines that the tenderer recommended for award has engaged in corrupt and fraudulent practices in competing for contract in question.
- iii. Further a tenderer who is found to have indulged in corrupt and fraudulent practices risks being debarred from participating in public procurement in Kenya.

## SECTION VI: STANDARD FORMS

- i) LARGE ASSIGNMENTS (LUMP-SUM PAYMENTS)
- ii) LETTER OF MOTIFICATION OF AWARD
- iii) FORM RB1

**REPUBLIC OF KENYA**

**STANDARD FORM OF CONTRACT**

**FOR**

**CONSULTING SERVICES**

**Large Assignments**  
**(Lump- Sum payment)**

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## Special Notes

1. The Lump-Sum price is arrived at on the basis of inputs – including rates – provided by the Consultant. The Client agrees to pay the Consultant according to a schedule of payments linked to the delivery of certain outputs, usually reports. Lump-sum contracts have the simplicity of administration, the Client having only to be satisfied with the outputs without monitoring the staff inputs and should be used for large Assignments in for example Design; Engineering; Supervision and Management Services; Master plans; Economic and Feasibility studies; and Surveys.
  
2. The Contract includes four parts: Form of Contract, the General Conditions of Contract, the Special Conditions of Contract and the Appendices. The Client using this standard contract should not alter the General Conditions. Any adjustment to meet any specific project features should be made only in the Special Conditions.

## CONTRACT FOR CONSULTANT’S SERVICES

### Large Assignments (Lump-Sum Payments)

between

\_\_\_\_\_  
*[name of the Client]*

AND

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

Dated: \_\_\_\_\_ *[date]*

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# I. FORM OF CONTRACT

## Large Assignments (Lump-Sum Payments)

This Agreement (hereinafter called the “Contract”) is made the \_\_\_\_\_ day of the month of \_\_\_\_\_ [month], [year], between \_\_\_\_\_, [name of client] of [or whose registered office is situated at ] \_\_\_\_\_ [location of office] (hereinafter called the “Client”) of the one part AND

\_\_\_\_\_ [name of consultant] of [or whose registered office is situated at] \_\_\_\_\_ [location of office] (hereinafter called the “Consultant”) of the other part.

### WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Consultant, having presented to the Client that he has the required professional skills and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract;
  - (b) The Special Conditions of Contract;
  - (c) The following Appendices: [**Note:** *If any of these Appendices are not used, they should be deleted from the list*]
    - Appendix A: Description of the Services
    - Appendix B: Reporting Requirements
    - Appendix C: Key Personnel and Sub consultants
    - Appendix D: Breakdown of Contract Price in Foreign Currency
    - Appendix E: Breakdown of Contract Price in Local Currency
    - Appendix F: Services and Facilities Provided by the Client
2. The mutual rights and obligations of the Client and the Consultants 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) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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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 client]*

*[full name of Client's authorised representative]* \_\_\_\_\_

*[title]* \_\_\_\_\_

*[signature]* \_\_\_\_\_

*[date]* \_\_\_\_\_

For and on behalf of \_\_\_\_\_ *[name of consultant]*

*[full name of Consultant's authorized representative]* \_\_\_\_\_

*[title]* \_\_\_\_\_

*[signature]* \_\_\_\_\_

*[date]* \_\_\_\_\_

## II. GENERAL CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;
- (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;
- (c) “Contract Price” means the price to be paid for the performance of the Services in accordance with Clause 6 here below;
- (d) “Foreign Currency” means any currency other than the Kenya Shilling;
- (e) “GC” means these General Conditions of Contract;
- (f) “Government” means the Government of the Republic of Kenya;
- (g) “Local Currency” means the Kenya Shilling;
- (h) “Member”, in case the Consultant consists of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract;
- (i) “Party” means the Client or the Consultant, as the case may be and “Parties” means both of them;
- (j) “Personnel” means persons hired by the Consultant or by any Sub consultant as employees and assigned to the performance of the Services or any part thereof;
- (k) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (l) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and
- (m) “Sub consultant” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

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- 1.2 Law Governing the Contract** This Contract, its meaning and interpretation and the relationship between the Parties shall be governed by the Laws of Kenya.
- 1.3 Language** This Contract has been executed in English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.4 Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.
- 1.5 Location** The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Kenya or elsewhere, as the Client may approve.
- 1.6 Authorized Representatives** Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.
- 1.7 Taxes and Duties** The Consultant, Sub consultant[s] and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

## **2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.
- 2.2 Commencement of Services** The Consultant shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective or at such other date as may be specified in the SC.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period, after the Effective Date, as is specified in the SC.
- 2.4 Modification** Modification of the terms and Conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.
- 2.5 Force Majeure**
- 2.5.1 Definition** For the purposes of this Contract, “Force Majeure” means

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an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

**2.5.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

**2.5.3 Extension Of Time**

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

**2.5.4 Payments**

During the period of his inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period.

**2.6 Termination**

**2.6.1 By the Client**

The Client may terminate this Contract by not less than thirty (30) days' written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in this Clause;

- (a) if the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultant becomes insolvent or bankrupt;
- (c) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Consultant, in the judgement of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;

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

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

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

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

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

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

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

### 3. OBLIGATIONS OF THE CONSULTANT

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

#### 1.2 Conflict of Interests

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- 3.2.1 Consultant Not to Benefit from Commissions, Discounts, Etc.** (i) The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and the Consultant shall not accept for his own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.
- (ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.
- (iii) Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any applicable procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of the Client.
- 3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and his affiliates, as well as any Subconsultant and any of his affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
- 3.2.3 Prohibition of Conflicting Activities** Neither the Consultant nor his subconsultant[s] nor their personnel shall engage, either directly or indirectly in any of the following activities:
- (a) during the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract; or
- (b) after the termination of this Contract, such other activities as may be specified in the SC.
- 3.3 Confidentiality** The Consultant, his subconsultant[s] and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the

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Services, this Contract or the Client's business or operations without the prior written consent of the Client.

**3.4 Insurance to be Taken Out by the Consultant**

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

**3.5 Consultant's Actions Requiring Client's Prior Approval**

The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions;

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

**3.6 Reporting Obligations**

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

**3.7 Documents prepared by the Consultant to Be the Property of the Client**

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of the Client and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

**4. CONSULTANT'S PERSONNEL**

**4.1 Description of Personnel**

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

**4.2 Removal and/or Replacement Of Personnel**

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

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- (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## **5. OBLIGATIONS OF THE CLIENT**

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

**5.2 Change in the Applicable Law** If after the date of this Contract, there is any change in the Laws of Kenya with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Consultant, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties and corresponding adjustments shall be made to the amounts referred to in Clause 6.2 (a) or (b), as the case may be.

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

## **6. PAYMENTS TO THE CONSULTANT**

**6.1 Lump-Sum Remuneration** The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Subconsultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

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

**6.3 Payment for** For the purposes of determining the remuneration

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

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

**6.5 Interest on Delayed Payment** Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending .

### 7. SETTLEMENT OF DISPUTES

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

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

### III. SPECIAL CONDITIONS OF CONTRACT

Number of GCAmendments of and Supplements to Clauses in the  
 Clause General Conditions of Contract

1.1 (i) The Member in Charge is \_\_\_\_\_ *[name of Member]*

1.4 The addresses are:

Client: \_\_\_\_\_  
 Attention: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Telex; \_\_\_\_\_  
 Facsimile: \_\_\_\_\_

Consultant: \_\_\_\_\_

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Attention: \_\_\_\_\_  
Telephone; \_\_\_\_\_  
Telex: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

1.6 The Authorized Representatives are:

For the Client: \_\_\_\_\_

For the Consultant: \_\_\_\_\_

2.1 The date on which this Contract shall come into effect is(\_\_\_\_\_) [date].

**Note:** The date may be specified by reference to conditions of effectiveness of the Contract, such as receipt by Consultants of advance payment and by Client of bank guarantee

2.2 The date for the commencement of Services is \_\_\_\_\_ [date]

2.3 The period shall be \_\_\_\_\_ [length of time].

**Note:** Fill in the period, eg, twenty-four (24) months or such other period as the Parties may agree in writing.

3.4 The risks and coverage shall be:

(i) Professional Liability \_\_\_\_\_

(ii) Loss of or damage to equipment and property \_\_\_\_\_

6.2(a) The amount in foreign currency or currencies is \_\_\_\_\_ [Insert amount].

6.2(b) The amount in local Currency is \_\_\_\_\_ [Insert amount]

6.4 Payments shall be made according to the following schedule:

**Note:** (a) This sample Clause should be specifically drafted for each Contract and the following installments are indicative only; (b) if the payment of foreign currency and of local currency does not follow the same schedule, add a separate schedule for payment in local currency; and (c) if applicable, detail further the nature of the report evidencing performance, as may be required, e.g., submission of study or specific phase of study, survey, drawings, draft bidding documents, etc., as listed in Appendix B, Reporting Requirements. In the example provided, the bank guarantee for the repayment is released when the payments have reached 50 percent of the lump-sum price, because it is assumed that at that point, the advance has been entirely set off against the performance of services.

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

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- Ten (10) percent of the lump-sum amount shall be paid upon submission of the inception report.
- Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the interim report.
- Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the draft final report.
- Twenty (20) percent of the lump-sum amount shall be paid upon approval of the final report.
- The bank guarantee shall be released when the total payments reach fifty (50) percent of the lump-sum amount.

## IV. Appendices

### APPENDIX A – DESCRIPTION OF THE SERVICES

*Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.*

### APPENDIX B – REPORTING REQUIREMENTS

*List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”*

### APPENDIX C– KEY PERSONNEL AND SUBCONSULTANTS

- List under:*
- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Personnel and staff-months for each.*
  - C-2 List of approved Sub consultants (if already available); same information with respect to their Personnel as in C-1.*

### APPENDIX D – BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

*List here the elements of cost used to arrive at the breakdown of the lump-sum price – foreign currency portion:*

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

*This appendix will exclusively be used for determining remuneration for additional services.*

### APPENDIX E – BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

*List here the elements of cost used to arrive at the breakdown of the lump-sum price – local currency portion.*

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1. *Monthly rates for Personnel (Key Personnel and other Personnel).*
2. *Reimbursable expenditures.*

*This appendix will exclusively be used for determining remuneration for additional services.*

APPENDIX F – SERVICES AND FACILITIES PROVIDED BY THE CLIENT

FORM OF TENDER:

UPPER TANA NATURAL RESOURCES MANAGEMENT PROJECT,  
P.O. BOX 996,  
EMBU.

**RE: CONSULTANCY SERVICES FOR COMMUNITY PROJECT PROPOSAL APPRAISAL,  
MONITORING AND EVALUATION (DESK & FIELD)**

**TENDER NO EBU/CC/31/013-014**

We, having examined the Condition of Tender, Conditions of Contract, Schedule of Specified activities and Schedule of Particulars annexed hereto and the letter of explanation of the Tender documents (if any), offer to undertake and complete the whole of the said services to your entire satisfaction in accordance with the terms of the documents mentioned for the sum of (Amount in Words) Kshs .....(Amount in Figures) Kshs ....., or such other sum as may be ascertained by re-measurement in accordance with the said document

We undertake, if our Tender is accepted, to provide **consultancy services for community project proposal appraisal, monitoring and evaluation (both field & desk)** to your satisfaction within ..... weeks from the date of signing the contract.

We agree to abide by this Tender for a period of 90 days from the date given for the opening of Tenders in the Tender Advertisement and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

The Tender Bond in the sum of Kshs..... is enclosed with our Tender. We understand that should we fail to maintain our Tender within the period for acceptance; the Tender Bond will be forfeited to the extent of the liability incurred by the Employer.

Unless and until a formal Agreement is prepared and executed, this Tender, together with your written acceptance thereof, will constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any tender you may receive. We understand that the Tender Bond will be released on the expiry of the Tender period provided that a bona fide Tender has been maintained over that period or over any such extended period.

Dated this ..... day of .....20.....

Name .....Signature ..... in the Capacity of .....

Duly Authorized to sign tenders for and on behalf of: (IN BLOCK CAPITALS)

Witness ..... Signature .....

Occupation .....

Address .....

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**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_

\_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

*(FULL PARTICULARS)* \_\_\_\_\_

\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

REPUBLIC OF KENYA  
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of .....dated the...day of .....20.....in the matter of Tender No.....of .....20...

**REQUEST FOR REVIEW**

I/We.....,the above named Applicant(s), of address: Physical address.....Fax No.....Tel. No.....Email ....., hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:-

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED ..... (Applicant)

Dated on.....day of ...../ ...20...

**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on ..... day of .....20.....

SIGNED  
**Board Secretary**