



NATIONAL IRRIGATION BOARD (NIB)

STANDARD REQUEST FOR PROPOSALS (RFP)

SELECTION OF CONSULTANTS

CONTRACT/TENDER NAME:

**CONSULTANCY SERVICES FOR
RESETTLEMENT ACTION PLAN FOR THUCHI DAM,
IN EMBU COUNTY**

TENDER NO.: NIB/T/004/2019-2020

ISSUED ON: 31th JULY 2019

**SUBMISSION DEADLINE: 28TH AUGUST 2019 AT 1200 NOON LOCAL
TIME**

PROCURING ENTITY:

National Irrigation Board (NIB)

Unyunyizi House, Lenana Road, Hurlingham

P.O. Box 30372-00100

Nairobi, Kenya

Tel: + 254-20-2711380/468

Fax: +254-20-2722821/2711347/2723392

E-mail: purchasing@nib.or.ke, enquiries@nib.or.ke

TABLE OF CONTENTS

SECTION I - INVITATION TO TENDERError! Bookmark not defined.

SECTION II: - INFORMATION TO CONSULTANTS (ITC)..... 3

2.1 Introduction 3

2.2 Clarification and Amendment of RFP Documents 4

2.3 Preparation of Technical Proposal 4

2.4 Preparation of Financial Proposal 5

2.5 Submission, Receipt, and Opening of Proposals 6

2.6 Proposal Evaluation General 6

2.7 Evaluation of Technical Proposal 7

2.8 Public Opening and Evaluation of Financial Proposal 7

2.9 Negotiations 8

2.10 Award of Contract 9

2.11 Confidentiality 10

2.12 Corrupt or fraudulent practices..... 10

SECTION III: - TECHNICAL PROPOSAL..... 17

1. TECHNICAL PROPOSAL SUBMISSION FORM 18

2. FIRM’S REFERENCES 19

3. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT..... 20

4. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT 21

5. TEAM COMPOSITION AND TASK ASSIGNMENTS..... 22

6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF 23

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL 25

8. ACTIVITY (WORK) SCHEDULE 26

SECTION IV: - FINANCIAL PROPOSAL 27

1. FINANCIAL PROPOSAL SUBMISSION FORM 29

2. SUMMARY OF COSTS 30

3. BREAKDOWN OF PRICE PER ACTIVITY 31

4. BREAKDOWN OF REMUNERATION PER ACTIVITY..... 32

5. REIMBURSABLES PER ACTIVITY 33

6. MISCELLANEOUS EXPENSES 34

SECTION V: - TERMS OF REFERENCE 35

SECTION VI: STANDARD FORMS OF CONTRACT	35
I. FORM OF CONTRACT	50
II. GENERAL CONDITIONS OF CONTRACT.....	52
III. SPECIAL CONDITIONS OF CONTRACT	62
IV. APPENDICES	64

SECTION I INVITATION TO TENDER



NATIONAL IRRIGATION BOARD (NIB)

ADVERTISEMENT

OPEN NATIONAL TENDER

REQUEST FOR PROPOSALS

The National Irrigation Board (hereinafter referred to as “Board”) is a Government parastatal under the Ministry of Agriculture, Livestock, Fisheries and Irrigation hereby invites sealed proposals from eligible and qualified firms to provide the following consulting services:

S.No.	Tender No.	Tender Name	Tender Submission Deadline	Target group
1.	NIB/T/004/2019-2020.	CONSULTANCY SERVICE FOR PREPARATION OF RESETTLEMENT ACTION PLAN FOR THUCHI DAM	28 th August, 2019	All

Detailed tender document that include mandatory preliminary requirements, technical and financial evaluation criteria may be viewed and obtained by interested and eligible tenderers free of charge from the Board’s website: <http://www.nib.or.ke/tenders> or GoK’s e-procurement portal, <http://www.supplier.treasury.go.ke> from **31st July, 2019**. Tenderers who intend to submit their tenders **MUST** promptly submit their names and contact details to purchasing@nib.or.ke for communication of any clarification(s) and addendum (s) during the tendering process.

All tenders, each clearly marked with tender no. and name as indicated above and serialized in the form of **page X of Y**, must be delivered to the Tender Box at the address below on or before tender submission deadline as indicated above. Tenders will be opened physically in the presence of the tenderers’ representatives who choose to attend in person in the Nile Basin Board Room, NIB (Board’s) Compound, Lenana Road, Nairobi, Kenya at the address below immediately after the tender submission deadline.

The address referred to above is:

Physical Address:

General Manager
National Irrigation Board (NIB)

RFP Document: Consultancy Services for Resettlement Action Plan for Thuchi Dam, in Embu County, NIB/T/004/2019-2020

Unyunyizi House, First Floor, Room 309
Lenana Road, Hurlingham
Nairobi, Kenya
Tel: +254-20-2711380/468
Fax: +254-20-2722821/2711347
E-mail: enquiries@nib.or.ke, purchasing@nib.or.ke

GENERAL MANAGER
NATIONAL IRRIGATION BOARD.

SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

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

2.2 Clarification and Amendment of RFP Documents

- 2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client's address indicated in the Appendix "ITC". The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.
- 2.2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through 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. 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 has an extended and stable working relationship with it.
 - (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions 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.
- (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. 2. 1.2) shall be prepared in indelible ink or typed. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.
- 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

(a) Mandatory Requirements

2.7.2 Mandatory Requirements

- a) Certificate of Registration / Incorporation
- b) KRA Tax Compliance Certificate
- c) PIN Certificate and VAT certificate
- d) Audited accounts for the last three years

Only proposals meeting these mandatory requirements shall be considered at the technical evaluation.

Firms/Bidders not meeting mandatory requirements shall not proceed to detailed evaluation.

(b) Detailed Evaluation

	Points
(i) Specific experience of the consultant related to the assignment	20
(ii) Adequacy of the proposed work plan and methodology in responding to the terms of reference	40
(iii) Qualifications and competence(relevant experience) of the key staff for the assignment	40
<u>Total Points</u>	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 priced 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 (S_f) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:-
 $S_f = 100 \times \frac{F_M}{F}$ where S_f is the financial score; F_M 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 (S_t) and financial (S_f) 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:- $S = S_t \times T \% + S_f \times P \%$. 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 14 days from the date of opening the tender.
- 2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.8.8 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price
- 2.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.9 Negotiations

- 2.9.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in the Appendix “ITC”. The aim is to reach agreement on all points and sign a contract.
- 2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and 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.
- 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:

- i. Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- ii. Legal capacity to enter into a contract for procurement
- iii. 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.
- iv. 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 (ITC)

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

- 2.1.1 The name of the Client is: NATIONAL IRRIGATION BOARD (NIB)
- 2.1.1 The method of selection is: QUALITY AND COST BASED SELECTION (QCBS)
- 2.1.2 Technical and Financial Proposals are requested: YES

The name, objectives, and description of the assignment are:

Name of assignment:

TENDER NAME: CONSULTANCY SERVICES FOR RESETTLEMENT ACTION PLAN FOR THUCHI DAM, IN EMBU COUNTY

TENDER NO.: NIB/T/004/2019-2020

OBJECTIVES AND DESCRIPTION ARE DETAILED IN THE TERMS OF REFERENCE (TOR).

The name, address and telephone numbers of the Client's official(s) are:

GENERAL MANAGER
NATIONAL IRRIGATION BOARD
HEAD OFFICE, LENANA ROAD, UNYUNYIZI HOUSE,
TEL: +254-20-2711380/468
FAX: +254-20-2711347/2722821,
E-MAIL: purchasing@nib.or.ke, enquiries@nib.or.ke

ATTENTION: EVELYN AKOTH (PROCUREMENT & SUPPLIES OFFICER),

- 2.1.4 The Client will provide the following inputs: ASSIST THE FIRM IN OBTAINING LICENSES AND PERMITS NEEDED TO CARRY OUT THE SERVICES, COUNTERPART STAFF AND INFORMATION/DATA WITHIN THE CUSTODY OF THE CLIENT THAT IS NECESSARY FOR PROPER EXECUTION OF THE ASSIGNMENT.
- 2.1.5 THE COST OF PREPARING THE PROPOSAL AND OF NEGOTIATING THE CONTRACT, INCLUDING ANY VISIT TO THE CLIENT SHALL BE BORNE BY THE CONSULTANTS AND THE CLIENT SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY WHATSOEVER REGARDING SUCH COSTS
- 2.1.7 FREE OF CHARGE
- 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

GENERAL MANAGER,
 NATIONAL IRRIGATION BOARD
 UNYUNYIZI HOUSE, LENANA ROAD,
 P.O. BOX 30372-00100 NAIROBI - KENYA
 TEL: +254-20-2711380/468
 FAX: +254-20-2711347
 E-MAIL: purchasing@nib.or.ke, enquiries@nib.or.ke

ATTENTION: EVELYN AKOTH

- 2.2.2 THE CLIENT SHALL ISSUE ANY ADDENDUM/CLARIFICATION IN WRITING THROUGH MAIL USING THE E-MAIL ADDRESSES PROVIDED BY CONSULTANTS IN THEIR SUBMITTED APPLICATION LETTERS.
- 2.3.3 (ii) THIS IS A LUMP SUM ASSIGNMENT. THE ESTIMATED STAFF TIME INPUT FOR KEY STAFF IS FORTY (40) STAFF-MONTHS.

S. No.	Key Expert	Score
1.	Sociologist/Public Consultation Expert	10
2.	Conveyance Lawyer	8
3.	Irrigation Engineer	4
4.	Land and Asset Valuer	6
5.	Surveyor	6
1.	Data Analysts (3 No.)	6
	TOTAL	40

- (iv) RECENTLY SIGNED CVS OF PROPOSED PROFESSIONAL STAFF MUST INDICATE THE RELATIONSHIP THEY HAVE WITH THE CONSULTANCY FIRM I.E. WHETHER EMPLOYEES OR NON-EMPLOYEES. CVS OF BOTH EMPLOYEES AND NON-EMPLOYEES

MUST BE CERTIFIED BETWEEN THE DATE OF THIS INVITATION TO TENDER AND TENDER SUBMISSION DEADLINE AND INDICATE THE AVAILABILITY FOR THE ASSIGNMENT WITH THE CONSULTANCY FIRM.

- (iv) AT LEAST EIGHT (8) YEARS EXPERIENCE IN A SIMILAR ROLE AND ASSIGNMENT OR LONGER PERIOD AS INDICATED IN THE TOR AND A MINIMUM QUALIFICATION OF A BACHELORS DEGREE IN RESPECTIVE FIELD/DISCIPLINE
- 2.3.4 (ii) COMMENTS AND SUGGESTIONS PROVIDED BY FIRMS SHALL BE BRIEF AND CLEAR WITH CORRESPONDING COSTS IMPLICATIONS PROVIDED IN THE FINANCIAL PROPOSAL.
- (vii) Training is a specific component of this assignment: YES
 - (viii) Additional information in the Technical Proposal includes:
NONE
- 2.3.5 A TECHNICAL PROPOSAL CONTAINING FINANCIAL PROPOSAL/COSTS SHALL BE DECLARED NON-RESPONSIVE AND REJECTED
- 2.4.1 The Financial Proposal MUST follow Standard Forms (Section D). All the costs associated with the assignment MUST be clearly indicated in monetary figures and in Kenya Shillings. FINANCIAL PROPOSALS WITHOUT MONETARY FIGURES SHALL BE DECLARED NON-REPNOSIVE AND REJECTED.
- 2.4.2 PROPOSAL VALIDITY IS 120 (ONE HUNDRED TWENTY) DAYS AFTER THE OPENING OF PROPOSALS DATE.
- 2.5.1 Consultants must submit **1 (ONE) ORIGINAL** and **THREE (3)** additional copies of each proposal (**TECHNICAL & FINANCIAL**)
- 2.5.2 The proposal submission address is:

GENERAL MANAGER,
NATIONAL IRRIGATION BOARD,
UNYUNYIZI HOUSE, LENANA ROAD
P.O. BOX 30372-00100
NAIROBI - KENYA
TEL: +254-20-2711380/468;
FAX: +254-20-2722821/2711347
E-MAIL: purchasing@nib.or.ke, enquiries@nib.or.ke

Information on the outer envelope should also include:

TENDER NAME: CONSULTANCY SERVICES FOR RESETTLEMENT ACTION PLAN FOR THUCHI DAM, IN EMBU COUNTY

TENDER NO.: NIB/T/004/2019-2020

Proposals must be submitted not later than the following date and time:

DATE: 28TH AUGUST 2019 AT 1200 NOON LOCAL TIME

TIME: 1200 HOURS LOCAL TIME

2.5.4 OPENING OF PROPOSALS WOULD BE CONDUCTED AT:

VENUE: NILE BASIN BOARD ROOM, NIB HEAD OFFICE, LENANA ROAD,
NAIROBI, KENYA

DATE: 28th AUGUST 2019 AT 1200 NOON LOCAL TIME

TIME: 1200 HOURS LOCAL TIME

2.6.1 The address to send information to the Client is:

GENERAL MANAGER,
NATIONAL IRRIGATION BOARD,
LENANA ROAD,
P.O. BOX 30372-00100
NAIROBI-KENYA
TEL: +254-20-2711380/468
FAX: +254-20-2722821/2711347
E-MAIL: purchasing@nib.or.ke, enquiries@nib.or.ke

2.7.1 The minimum technical score required to pass: **80/100 (80%)**

STATEMENT OF EXPERIENCE MUST BE ACCOMPANIED BY DOCUMENTARY PROOF AND CURRENT CONTACT ADDRESS (**Including telephone and E-mail addresses**) OF CLIENT TO ENABLE CROSS-REFERENCING BY THE BOARD (CLIENT). THE EXPERIENCE SHOULD BE DEMONSTRATED THROUGH LETTER OF REFERENCE FROM THE CLIENT INDICATING THAT THE CONSULTANT SATISFACTORILY COMPLETED THE ASSIGNMENT.

- (i) Maximum points will be awarded to those who have taken lead in at least two (2) similar assignments in the last ten years and the minimum experience to earn points is one similar assignment.
- (ii) The methodology must respond specifically to each of the items in the detailed TOR indicating how the consultant will go about each. The individual time inputs of staff must correspond to the sequence of activities in the Work Plan and the individual activities must be arranged in logical sequence to result in the desired outputs. Points will be earned on the basis of the fit of the proposed methodology and work plan with the desired inputs, processes and outputs

expected from the assignment. The overall time frame for the assignment will be evaluated on the basis of how the consultant has explained the special measures that would be put in place by the consultancy team to finalize the assignment within the proposed time frame.

- (v) Proposed staff must meet the basic academic requirements for their experience to be considered while those in regulated professions must have copies of their practicing licenses attached. Each CV for personnel must have been signed by the proposed expert, alongside the firm’s authorized representative, on a date between the date of receipt of the invitation and the date of submission of proposals. The CV must indicate the availability of the expert and their relationship with the firm. The breakdown of scores per key expert will be as follows:

S. No.	Key Expert	Score
1.	Sociologist/Public Consultation Expert	10
2.	Conveyance Lawyer	8
3.	Irrigation Engineer	4
4.	Land and Asset Valuer	6
5.	Surveyor	6
2.	Data Analysts (3 No.)	6
	TOTAL	40

The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub criteria and relevant percentage weights:

- | | | |
|-------|--|-----|
| (i) | General qualifications | 30% |
| (ii) | General Experience | 20% |
| (iii) | Specific Experience for the assignment | 50% |

Total weight: 100%

2.8.1 OPENING DATE FOR FINANCIAL PROPOSAL SHALL BE THREE (3) CALENDAR DAYS AFTER NOTIFICATION OF COMPLETE EVALUATION OF TECHNICAL PROPOSAL.

2.8.4 NO PREFERENTIAL BIAS SHALL BE ALLOWED AMONGST THE ELIGIBLE FIRMS.

2.8.5 Alternative formulae for determining the financial scores is the following:

RESPONSIVE FINANCIAL PROPOSALS ARE THOSE THAT WILL CORRESPOND TO ADEQUATE STAFF MONTH INPUTS (NOT MORE THAN - 20% DEVIATION FROM ESTIMATED STAFF MONTH INPUT). FINANCIAL PROPOSALS THAT ARE NOT RESPONSIVE WILL BE DISQUALIFIED.

The weights given to the Technical (T) and Financial (F) Proposals are:

RFP Document: Consultancy Services for Resettlement Action Plan for Thuchi Dam, in Embu County, NIB/T/004/2019-2020

T=0.8; F=0.2

2.8.7 THIS IS A FIXED SUM CONTRACT AND NO VARIATION OF PRICES SHALL BE ALLOWED DURING THE CONTRACT EXECUTION.

2.9.1 NATIONAL IRRIGATION BOARD,
UNYUNYIZI HOUSE, LENANA ROAD
P.O. BOX 30372-00100
NAIROBI - KENYA
TEL: +254-20-2711380/468;
FAX: +254-20-2722821/2711347
E-MAIL: purchasing@nib.or.ke, enquiries@nib.or.ke

2.10.2 The assignment is expected to commence in month of SEPTEMBER 2019 AT THUCHI, EMBU COUNTY, KENYA

2.10.3 THE PARTIES TO THE CONTRACT SHALL HAVE IT SIGNED AFTER LAPSE OF FOURTEEN (14) CALENDAR DAYS FROM THE DATE OF NOTIFICATION OF CONTRACT AWARD UNLESS THERE IS AN ADMINISTRATIVE REVIEW REQUEST.

SECTION III: - TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

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.

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.

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.

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; _____

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.

4. 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.

_____ Date: _____

[Signature of staff member]

_____ Date; _____
[Signature of authorized representative of the firm]

Full name of staff member: _____

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

[1st, 2nd, etc, are months from the start of assignment)

	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th
Activity (Work)												

(b). Completion and Submission of Reports

	Activity	Date
1.	Submission and Acceptance Inception Report	
2.	Submission and Acceptance of Draft Report	
3.	Submission and Acceptance of 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 done 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

1. Financial proposal submission Form

Summary of costs

Breakdown of price/per activity

Breakdown of remuneration per activity

Reimbursable per activity

Miscellaneous expenses

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]*
_____ *and title of Signatory]:*
_____ *[Name of Firm]*
_____ *[Address]*

2. SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s)
Subtotal		
Taxes		
Total Amount of Financial Proposal		<hr/>

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 Amount	Position	Input (Staff months, days or hours as appropriate.)	Rate	Remuneration
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____ _____ (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: computers etc.				
4.	Software				
	Grand Total				_____

SECTION V: - TERMS OF REFERENCE

RESETTLEMENT ACTION PLAN FOR THUCHI DAM, IN EMBU COUNTY

1.0 AGRICULTURAL SECTOR BACKGROUND

The Republic of Kenya with its predominantly rural population relies heavily on the agricultural sector for achieving a steady economic growth for its people.

The sector accounts for over 75% of national employment and contributes over 50% of total export earnings and 60% of national income. It has registered the highest contribution among all sectors in the past several years and is expected to carry the burden of ensuring sustainable economic growth in the country.

The role played by the agricultural sector is further attested by the corresponding growth of the gross domestic product (GDP), which has been on a growth path since 2002.

The GDP was 0.6% in 2002, 3.0% in 2003, 4.9% in 2004, 5.8% in 2005 and 6.1 % in 2006. It is projected to grow by 6.7% in 2013.

In appreciation of the role played by the agricultural sector in the country's economy, the Government classified the Agriculture and Rural Development sector as the top ranked national priority in the Poverty Reduction Strategy Paper for the period 2001–2004.

The rehabilitation and strengthening of existing irrigation schemes have been identified as a sector priority.

The Government further stressed the importance of promoting irrigation development in the 9th National Development Plan for the period 2002-2008 so as to improve and stabilize food supply through optimum utilization of available land and water resources.

It identifies over-reliance on rain-fed agriculture as one of the contributors to frequent food shortages and insecurity in the country.

To overcome food shortage and achieve food security, the Government intends to increase funding of irrigation related development activities so as to carry out the following:

- (a) Rehabilitate and extend existing large and small scale irrigation schemes
- (b) Develop new irrigation schemes through optimum utilization of available resources,
- (c) Develop water storage facilities so as to harness excess rain water and thereby reducing negative impacts related to floods.

The Government's "vision 2030" proposes to develop 32,000 ha every year up to the year 2030. To achieve the Development Plan target, the Government intends to address the main constraints, which have been identified as: -

- (a) Lack of comprehensive National Irrigation Policy and Master Plan,
- (b) Inadequate coordination within the irrigation sub-sector,
- (c) Inadequate funding for irrigation and related infrastructure development,
- (d) Application of inappropriate technologies in irrigation practices, among others

2.0 IRRIGATION AND DRAINAGE SUB-SECTOR

The main objectives of irrigation and drainage development in the country can be summarized as increased optimal utilization of national irrigation potential, attainment of food self-sufficiency and security, improvement of income generation, employment and wealth creation.

Irrigation and drainage development has been successfully used as a tool to achieve sectoral and national objectives such as food self-sufficiency, alleviation of poverty and stimulation of economic growth in many countries. According to the National Water Master Plan of 1982, an estimated 1,140,000 hectares of irrigation and drainage potential was identified out of which only 109,350 hectares have been developed.

To effectively enhance the ability of the sub-sector to play its vital role as a major contributor to agricultural development, the Government will optimize exploitation and utilization of the national irrigation potential through prudent use of land and water resources. This will be realized by first returning the already existing public and small scale irrigation schemes into production followed by their rehabilitation, improvement and expansion.

The Government will also put more land under irrigation through provision of new infrastructure.

For the operational schemes, the Government will put in place participatory irrigation management (PIM) for sustainable production and growth, which will ensure the following:

- (a) Food for self-sufficiency and security at local and national levels,
- (b) Creation of employment and income generation at local and national levels,
- (c) Sustainable supply of raw materials for Agro-based industries,
- (d) Foreign exchange generation through export of surplus food, cash crops and processed/manufactured products from the Agro-based industries

3.0 NATIONAL IRRIGATION BOARD

The National Irrigation Board (N.I.B) is a parastatal organization established in 1966 by an Act of Parliament with the mandate of promoting irrigated agriculture through development and improvement of irrigation schemes. N.I.B. is currently responsible for additional development and the operation and management of the following irrigation schemes:

Scheme	Area Developed	District	Province
Mwea	10,000 ha	Kirinyaga County	Central Region
Perkerra	800 ha	Baringo County	Rift Valley Region,
Ahero	1000 ha	Kisumu County	Nyanza Region
West Kano	1000 ha	Kisumu County	Nyanza Region
Bunyala	500 ha	Busia County	Western Region
Hola	1,000 ha	Tana River County.	Coast Region
Bura	5,500 ha	Tana River County	Coast Region

In addition, N.I.B. plans to provide additional irrigation and drainage infrastructure to enable expansion by 1,000,000 Acres in the next five years. Some of the ear marked projects are-:

- (a) Lower Kuja
- (b) Lower Sio
- (c) Galana Ranch
- (d) Hola
- (e) Habaswein
- (f) Rwabura

Further development will be promoted in identified areas which include the Caanan, Kayatta, Usueni etc and other areas that will be identified in on-going project identification exercise.

4.0 RESETTLEMENT ACTION PLAN FOR THUCHI DAM IN EMBU COUNTY

Through the construction of Thuchi Dam, NIB aims to harness, conserve, control and utilize the waters of Thuchi River, in Runyenjes Sub-County of Embu County for provision of water storage and to supply irrigation water for Kagaari Gaturi Irrigation Project. The government has prioritized food security as one of the key 4 national development agenda. Water storage is key to the realization of food security in the country. National Irrigation Board has finalized design studies for six major dams in the country. The dams include:

- 1) Nyatike
- 2) Radat
- 3) Lowat
- 4) Thuchi
- 5) Rwabura and Thiririka

The project benefits includes: -

- (a) Improvement of food security
- (b) Management of periodic flooding
- (c) Creation of employment opportunities
- (d) Reduction in poverty levels

5.0 OBJECTIVE.

The main objective of the assignment is to prepare a resettlement action plan for the proposed dam.

6.0 SCOPE OF SERVICES

- (a) Valuation and survey of the land required for the development of irrigation infrastructure.
- (b) Pegging of entire DAM circumference.
- (c) Obtaining cadastral maps from the Ministry of lands and superimposing them on the DAM outlay for ease of determining whose property is affected and to what extent for entire project area.
- (d) Conducting of land title searches at the Ministry of land to determine the legal owners.

7.0 SPECIFIC TASKS

- (a) Describe the project and the project's area of influence. This will include a description of the project components or activities that would give rise to relocation, zone of impact of such activities, and the alternatives considered to avoid or minimize relocation.
- (b) Collect and study relevant local laws and regulations for compensation and relocation and compare Kenyan laws governing resettlement and compensation with other international laws.

- (c) Carry out a socio-economic survey of a sample of 20-25% of the re-settlers to establish a baseline of incomes & expenditures, occupational and livelihood pattern, use of resources, arrangements for use of common property, social organization, leadership patterns, community organizations, and cultural parameters. The survey method and output shall be proposed by the Consultant(s) and approved by the Client before conducting the survey.

The sample questionnaire format of the socio-economic survey shall be attached in Annex 3, and the Consultant(s) shall prepare the questionnaire format based on the sample, and the Client shall approve the questionnaire before conducting the survey.

***It is important to note that for the purpose of DAMs rap, all affected will be considered.**

- (d) The Socio-economic studies must include the following;
- (a) A population census covering current occupants of the affected area, including the description of the production systems, household organization, baseline information on livelihoods and standards of living of the displaced population;
 - (b) An inventory of assets of displaced households; the magnitude of the expected loss – total or partial for individual or group assets, and the extent of physical and economic displacement;
 - (c) Information on disadvantaged groups or persons for whom special provisions may have to be made;
 - (d) Provisions to update information on the affected people’s livelihoods and standards of living at regular intervals so that the latest information is available at the time of their displacement;
 - (d) Description of land tenure systems, including common property and non-title based land ownership or allocation system recognized locally and related issues;
 - (e) Public infrastructure and social services that will be affected; and
 - (f) Social and cultural characteristics of displaced communities.

Compile the collected data of the socio-economic survey with MS Excel or any appropriate software and analyze the data to prepare a RAP for the dam.

- (e) Definition of Project Affected Persons (PAPs) and Eligibility Criteria: -
- (i) Define Project Affected Persons (PAPS) or relocated persons if any and the criteria for determining their eligibility for compensation and other assistance, including relevant cut-off dates.
 - (ii) Identify the number of 1) Project Affected Persons who need compensation and 2) Project Affected Persons (PAPs) whose property is acquired but not resettled by conducting a census survey. Prepare the inventory list of the Project Affected Persons (PAPs). The list shall include, but not limited to, the names of the head of the residents’ households and/or landholders, the addresses, locations on the map and photos of the

affected structures. The survey method and output shall be proposed by the Consultant(s) and approved by the Client before conducting the survey. This will be done by conducting land searches at the Ministry of lands offices to determine the real owners of the parcels of lands.

(f) Community Participation

- (i) Describe the consultation and participation of the displaced and hosts communities in the design and implementation of the resettlement activities including a summary of the views expressed and how these views were taken into account in preparing the resettlement plan.
- (ii) Review the resettlement alternatives presented and choices made by displaced persons, including choices related to forms of compensation and resettlement assistance, to relocating as individual families or as part of pre-existing communities, and to retaining access to cultural property (e.g., places of worship, cemeteries, etc.).
- (iii) Describe the procedures for redress of grievances by people affected to project authorities throughout the planning and implementation.

(g) Valuation of and compensation for losses

- (i) Describe the methodology to be used in valuing losses to determine their replacement cost; including the proposed types and levels of compensation under local laws and such supplementary measures to achieve replacement cost for lost assets;
 - (ii) Describe the packages of compensation and other resettlement measures that will assist each category of eligible displaced persons to achieve the objectives of the compensation Policy. This should include the entitlement matrix.
- (h) Outline the measures to be taken as part of corporate social responsibility at the DAM area by the client.

8.0 OUTPUT AND REPORTING SCHEDULE

The consultant will carry out the assignment as stipulated in the ToR diligently with due consideration of time and its impact on the entire project cost. The period should preferably not exceed twelve calendar months with the estimated staff man months.

One (1) original and five (5) hard copy and two (2) soft copies of the reports shall be submitted to the General Manager on or before the scheduled submission dates, counted from the date of commencement of the assignment at the address:

General Manager
National Irrigation Board,
Unyunyizi House, Lenana Road,
P. O. Box 30372-00100,

RFP Document: Consultancy Services for Resettlement Action Plan for Thuchi Dam, in Embu County, NIB/T/004/2019-2020

TABLE 1: DELIVERABLE REPORTS

S.No.	Deliverable	Duration After Contract Commencement months	Number Of Copies
1.	Inception Report	1	6 hard+ 2 soft
2.	Draft Final Report	3	6 hard copies +2 Soft
3.	Final Report	6	6 hard copies + 2 soft

8.0 PROPOSED EXPERTS

Key staff with an estimated total input of forty (40) man- months shall be:

- a) Sociologist/Public consultation expert- (Should have at least a bachelors degree in relevant field and 8 yrs experience and must have held similar positions in at least 3 assignments of similar nature)
- b) Conveyance Lawyer - (Should have at least a bachelors degree in relevant field and 8 yrs experience and must have held similar positions in at least 3 assignments of similar nature)
- c) Surveyor (Should have at least a bachelors degree in relevant field and 8 yrs experience and must have held similar positions in at least 2 assignments of similar nature)
- d) Land and Asset Valuer (Should have at least a bachelors degree in relevant field and 8 yrs experience and must have held similar positions in at least 2 assignments of similar nature)
- e) Irrigation/civil Engineer (Should have at least a bachelors degree in relevant field and 8 yrs experience and must have held similar positions in at least 2 assignments of similar nature)
- f) Data Analysts (3No.) ((Should have at least a bachelors degree in relevant field and 5 yrs experience and must have held similar positions in at least 2 assignments of similar nature)

S. No.	Key Expert	Estimated Staff Man Months
1.	Sociologist/Public Consultation Expert	6
2.	Conveyance Lawyer	6
3.	Irrigation Engineer	5
4.	Land and Asset Valuer	6
5.	Surveyor	5
3.	Data Analysts (3 No.)	12
	TOTAL	40

9.0 ORGANIZATION AND MANAGEMENT

The project will be under the direct supervision of National Irrigation Board (N.I.B.), which is under the Ministry of Agriculture and Irrigation

RFP Document: Consultancy Services for Resettlement Action Plan for Thuchi Dam, in Embu County, NIB/T/004/2019-2020

The selected supervising consultant will report to the Project Manager on all aspects of the project implementation and management. The Project Manager will report to the General Manager, N.I.B.

10.0 REMUNERATION OF CONSULTANT

- (a) The consultant’s fees shall cover all expenses of staff covering all basic requirements that include travel and accommodation.
- (b) In proposing the level, timing and type of professional staff, the consultant will take due account of the requirements of the TOR and will consider all relevant factors that affect the cost of assignment.
- (c) The amount and schedule of payment of fees will be in accordance with terms and conditions of the contract agreement finally made between consultant and the client.
- (d) The contract will be for a fixed sum and the consultant will not claim any additional payments to compensate for exchange fluctuation or price escalations and delays in payment of not more than 120 days after first approved application and part payment respectively.

The amount and schedule of payment of fees will be in accordance with the terms and conditions of the contract agreement finally made between the consultant and the National Irrigation Board. Notwithstanding this, the following schedule will be used as the basis of negotiation:

Table 3: Schedule of payments

Payment Number	Deliverable	% payment of total contract price.
1	Submission and Acceptance Inception Report	30
2	Submission and Acceptance of Draft Report	50
3	Submission and Acceptance of Final Report	20
		100

11.0 OBLIGATIONS OF THE CLIENT

In order to facilitate the smooth and effective implementation of the project, the Client, National Irrigation Board, shall carry out the following:

- (a) Seek proposals and contract appropriate Consultant to provide the consultancy services.
- (b) Provide available information and data necessary to carry out the project.
- (c) Provide basic logistic support where necessary especially on stakeholder mobilization.

- (d) Secure permission for entry into all areas as required for the proper execution of the assignment.
- (e) Liaise with relevant government departments to ensure adequate security to the consulting team while traveling and/or collecting data.

12.0 OBLIGATIONS OF THE CONSULTANT

- (a) The consultant shall execute the tasks as specified in this TOR in a professional manner in keeping with internationally accepted standards, using qualified and appropriate staff. In the course of the assignment, the consultant may engage additional experts he may deem necessary to successfully undertake the assignment, but at no extra cost to the Client.
- (b) The Consultant shall endeavor to provide the required services with diligence and within the time agreed upon in the contract. In this regard, the Consultant shall give NIB the full curriculum vitae of each of the members of the team proposed for the project, in a prescribed format. The Consultant shall also endeavor to maintain staff presented and considered qualified for nomination.
- (c) Gather/procure all necessary data, information and equipment needed in the execution of the assignment and realization of the desired outputs.
- (d) The Consultant shall replace any staff member who is unable to carry out the work or is considered by the Client to be unsuitable with another with similar qualifications, experience and competence acceptable to the Client.
- (e) The Consultant shall be responsible for his head office support costs, the cost of housing and other services for his staff on the assignment. The Consultant shall also be responsible for all logistics, working materials and office equipment needed for the assignment. The consultant shall be responsible for arranging and meeting the cost of all supporting services and for the printing of reports.
- (f) At the end of the contract, all items procured for the study and included in the cost schedule proposal, or for which reimbursement was claimed and received shall be handed over to the National Irrigation Board. The Consultant shall also keep complete records of all work done under the assignment and hand over to the Project Implementation Unit all documents, working papers, calculations and computer data produced during the assignment. Documents to be handed over shall also include including all the annexes. All these shall be properly organized in the English language.

Proposed Schedule of payments

Payment Number	Deliverable	% payment of total contract price.
1	Submission and Acceptance Inception Report	30
2	Submission and Acceptance of Draft Report	50
3	Submission and Acceptance of Final Report	20
	TOTAL	100

SECTION VI: STANDARD FORMS OF CONTRACT

ANNEX I

REPUBLIC OF KENYA

STANDARD FORM OF CONTRACT

FOR

CONSULTING SERVICES

CONTENTS

I.	FORM	OF
CONTRACT		
.....		50
II.GENERAL	CONDITIONS	OF
CONTRACT		
.....		52
1.	GENERAL PROVISIONS.....	52
1.1	Definitions.....	52
1.2	Law Governing the Contract.....	53
1.3	Language.....	53
1.4	Notices.....	53
1.5	Location.....	53
1.6	Authorized Representatives.....	53
	Any action required or permitted to be taken and any.....	53
1.7	Taxes and Duties.....	53
2.	COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT.....	53
2.1	Effectiveness of Contract.....	53
2.2	Commencement of Services.....	54
2.3	Expiration of Contract.....	54
2.4	Modification.....	54
2.4	Force Majeure.....	54
2.5	Termination.....	55
3.	OBLIGATIONS OF THE CONSULTANT.....	56
3.1	General.....	56
3.2	Conflict of Interests.....	56
3.7	Documents prepared by the Consultant to Be the Property of the Client..	58
4.0	CONSULTANT'S PERSONNEL.....	59
4.1	Description of Personnel.....	59
4.2	Removal and/or Replacement Of Personnel.....	59
5.0	OBLIGATIONS OF THE CLIENT.....	59
5.1	Assistance and Exemptions.....	59
5.2	Change in the Applicable Law.....	59
5.3	Services and Facilities.....	60
	The Client shall make available to the Consultant the Services and Facilities listed under Appendix F.....	60
6.0	PAYMENTS TO THE CONSULTANT.....	60
6.1	Lump-Sum Remuneration.....	60
6.2	Contract Price.....	60
6.3	Payment for Additional Services.....	60
6.4	Terms and Conditions of Payment.....	60
6.5	Interest on Delayed Payment.....	60
7.0	SETTLEMENT OF DISPUTES.....	61
7.1	Amicable Settlement.....	61
7.2	Dispute Settlement.....	61

CONTRACT FOR CONSULTANT'S SERVICES

Large Assignments (Lump-Sum Payments)

between

[name of the Client]

AND

[name of the Consultant]

Dated: _____*[date]*

I. FORM OF CONTRACT

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:
 - Appendix A: Description of the Services,
 - Appendix B: Reporting Requirements,
 - Appendix C: Key Personnel and Sub consultants,
 - Appendix D: Breakdown of Contract Price in Local Currency and Copy of Original Financial Proposal,
 - Appendix E: Services and Facilities provided by the Client,
 - Appendix F: Letter of Notification of Contract Award and Letter of Acceptance of Contract Award,
 - Appendix G: Minutes of Pre-Contract Negotiations.
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.

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 authorized 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 herebelow;
- (d) “Foreign Currency” means any currency other than the Kenya Shilling;
- (e) “GC” means these General Conditions of Contract;
- (f) “Government” means the Government of the Republic of Kenya;
- (g) “Local Currency” means the Kenya Shilling;
- (h) “Member”, in case the Consultant consists of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract;
- (i) “Party” means the Client or the Consultant, as the case may be and “Parties” means both of them;
- (j) “Personnel” means persons hired by the Consultant or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof;
- (k) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;

- (l) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and
- (m) “Sub consultant” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

1.2 Law Governing the Contract

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

1.3 Language

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

1.4 Notices

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

1.5 Location

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

1.6 Authorized Representatives

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

1.7 Taxes and Duties

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties and 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

Contract,

Modification of the terms and Conditions of this

including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

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

2.5.3 Extension of Time

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

2.5.4 Payments

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

2.6 Termination

2.6.1 By the Client

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

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

For the purpose of this clause;

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

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

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

2.6.3 Termination 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.

2.6.4 Payment upon Termination

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

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

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

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

3.2 Conflict of Interests

3.2.1 Consultant 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 Sub consultant and any of his affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Consultant nor his sub-consultant[s] nor their personnel shall engage, either directly or indirectly in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Republic of Kenya which

would conflict with the activities assigned to them under this Contract; or

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

3.3 Confidentiality

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

3.4 Insurance to be taken out by the Consultant

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

3.5 Consultant's Actions Requiring Client's Prior Approval

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

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

3.6 Reporting Obligations

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

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

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

4.0 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.
- (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.

5.0 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.

Services and Facilities

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

6.0 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, Sub consultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

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

6.3 Payment for Additional Services

For the purposes of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendix D.

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 .

7.0 SETTLEMENT OF DISPUTES

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

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

III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of and Supplements to Clauses in the General Conditions of Contract
1.1(i)	The Member in Charge is _____ <i>[name of Member]</i>
1.4	<p>The addresses are:</p> <p>Client: NATIONAL IRRIGATION BOARD P.O. BOX 30372-00100 UNYUNYIZI HOUSE, LENANA ROAD, NAIROBI - KENYA</p> <p>Attention: GITONGA MUGAMBI Telephone: +254-20-2711380/468 Facsimile: +254-20-2711347 / 2722821 E-mail: enquiries@nib.or.ke, technical@nib.or.ke, purchasing@nib.or.ke</p> <p>Consultant: Attention: Telephone: E-mail:</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Client: GITONGA MUGAMBI (GENERAL MANAGER - NATIONAL IRRIGATION BOARD)</p> <p>For the Consultant:</p>
2.1	The date on which this Contract shall come into effect is: DATE THE CONTRACT IS SIGNED.
2.2	The date for the commencement of Services is: FOURTEEN (14) CALENDAR DAYS AFTER THE DATE THE CONTRACT IS SIGNED.

2.3 The period shall be: EIGHTEEN (18) CALENDAR MONTHS. The Consultant will be required to pay liquidated damages at the rate of KSh. 300,000 per month of delay beyond the 18th calendar month if an extended period shall not have been requested for by the Consultant and approved by the Client three (3) calendar months before expiry of the contract period.

3.4 The risks and coverage shall be:

- (i) Professional Liability: KSH.5.0 MILLION
- (ii) Loss of or damage to equipment and property: FULL VALUE

4.4 The Consultant’s total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all costs during the whole contract period. There shall be no variation of prices/costs.

6.2(a) The amount in foreign currency or currencies is NIL

6.2(b) The amount in local Currency is _____ *[Insert amount]*

6.4 Payments shall be made according to the following schedule:

Proposed Schedule of payments

Payment Number	Activity	% of Total Fees
1	Submission and acceptance of Inception Report	30
2	Submission and acceptance of draft report	50
3	Submission and acceptance of final report	20
		100

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.

THE SERVICES TO BE PROVIDED ARE AS DESCRIBED IN TERMS OF REFERENCE (TOR) (SECTION V OF THE RFP DOCUMENT) AND AREAS OF STUDY AS OUTLINED.

APPENDIX B – REPORTING REQUIREMENTS

REPORTS SUBMITTED AT INDICATED TIMELINES – ToR's PART 7

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 LOCAL CURRENCY

List here the elements of cost used to arrive at the breakdown of the lump-sum price – local 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 – SERVICES AND FACILITIES PROVIDED BY THE CLIENT

SERVICES AND FACILITIES ARE AS INDICATED IN DATA SHEET

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.

Please acknowledge receipt of this letter of notification signifying your acceptance.

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.

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