COUNTY GOVERNMENT OF BOMET

DEPARTMENT OF WATER, SANITATION, ENVIRONMENT, NATURAL RESOURCES AND CLIMATE CHANGE

TENDER NO: **CGB/RFP/DWI/001/2026/2027**

RFP FOR CONSULTANCY SERVICES FOR DESIGNS WORKS FOR WATER WORKS IN BOMET COUNTY

NOVEMBER 2026

CLOSING DATE: FRIDAY 27TH NOVEMBER 2026 AT 12 NOON

CHIEF OFFICER DEPARTMENT OF WATER, SANITATION, ENVIRONMENT, NATURAL RESOURCES AND CLIMATE CHANGE.	CHIEF OFFICER DEPARTMENT OF WATER, SANITATION, ENVIRONMENT, NATURAL RESOURCES AND CLIMATE CHANGE

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PART I – SELECTION PROCEDURES AND REQUIREMENTS

SECTION 1: INSTRUCTIONS TO CONSULTANTS

2 A. GENERAL PROVISIONS

1.1 Definitions (a) "**Affiliate(s)**" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant as used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise).

(b) "**Applicable law**" means all laws, brought into force and effect by the Government of Kenya or the local Government including but not limited to rules, regulations and notifications made thereunder, and judgements, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement.

(c) "**Client**" means the implementing County that signs the Contract for the Services with the selected Consultant.

(d) "**Consultant**" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.

(e) "**Contract**" means a legally binding written agreement signed between the Client and the Consultant. It includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).

(f) "**Data Sheet**" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.

(g) "**Day**" means a calendar day.

(h) "**Experts**" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).

(i) "**Government**" means the government of the Client's country.

(j) "**Joint Venture (JV)**" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

(k) "**Key Expert(s)**" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal.

(l) "**ITC**" (this Section 1 of the RFP) mean the Instructions to Consultants that provide the shortlisted Consultants with all information they need to prepare their Proposals.

(m) "**LOI**" means the Letter of Invitation being sent by the Client to the shortlisted Consultants.

(n) "**Non-Key Expert(s)**" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.

(o) "**Proposal**" means the Technical Proposal and the Financial Proposal of the Consultant.

(p) "**RFP**" means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SRFP.

(q) "**SRFP**" means the Standard Request for Proposals, which may be used by the Client as the basis for the preparation of the RFP.

(r) "**Services**" means the work to be performed by the Consultant pursuant to the Contract.

(s) "**Sub-consultant**" means an entity to which the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.

(t) "**TORs**" (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

1.2 Introduction **1.1** County Government of Bomet as the Client named in the **Data Sheet** intends to select a Consultant from those INTERESTED, in accordance with the method of selection specified in the **Data Sheet**.

1.2 The interested Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

1.3 The Consultants should take into account the Applicable law in preparing their Proposals. They may attend a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants' expense.

1.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.

1.3 Conflict of Interest **1.5** The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

1.6 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict of interest that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the rejection of the Consultant's Proposal or the termination of its Contract.

1.6.1 Without limitation on the generality of the foregoing, and unless stated otherwise in the **Data Sheet**, the Consultant shall not be hired under the circumstances set forth below:

a. Conflicting Activities (i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services:</u> A firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

b. Conflicting Assignments (ii) <u>Conflict among consulting assignments:</u> a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.

c. Conflicting Relationships (iii) <u>Relationship with the Client's staff:</u> a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Client who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from

this relationship has been resolved in a manner acceptable to the County throughout the selection process and the execution of the Contract.

1.4 Unfair Competitive Advantage

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

1.5 Corrupt and Fraudulent Practices

1.8 The County requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section 6.

1.9 In further pursuance of this policy, the Consultant shall permit and shall cause its agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit the County to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors

1.6 Eligibility

1.10 The County's financing may benefit to consultants (firms, including Joint Ventures and their individual members) from all countries to offer consulting services for County-financed projects subject to compliance with the eligibility criteria specified in Section 5.

1.11 Furthermore, it is the Consultant's responsibility to ensure that it's Experts, Joint Venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the County in the Section 5.

1.12 County Government officials are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with the Applicable law, and they

(i) are on leave of absence without pay, or have resigned or retired;

(ii) are not being hired by the same government they were working for before going on leave of absence without pay, resigning, or retiring;

(iii) Their hiring would not create a conflict of interest.

3 B. PREPARATION OF PROPOSALS

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

3.2 Cost of Preparation of Proposal 8.1. The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.

3.3 Language 9.1. The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client shall be written in the language(s) specified in the **Data Sheet**.

3.4 Documents Comprising the Proposal

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

10.2. The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution.

3.5 Only One Proposal Joint

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

3.6 Proposal Validity

12.1. **The Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

12.2. During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

12.3. If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation.

a. Extension of Validity Period

12.4. The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

12.5. If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the **confirmation of the availability of the Key Experts.**

12.6. The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

b. Substitution of Key Experts in case of Extension of Validity Period

12.7. If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement of a Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

12.8. If the Consultant fails to provide a replacement of a Key Expert(s) with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.

c. Sub-Contracting

12.9. The Consultant shall not subcontract the whole of the Services.

2.7 Clarification and Amendment of RFP

13.1. The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

13.1.1. At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.

13.1.2. If the amendment is substantial, the Client shall extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.

13.2. The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

2.8 Preparation of Proposals – Specific Considerations

14.1. While preparing the Proposal, the Consultant must give particular attention to the following:

14.1.1. If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the **Data Sheet**. Association with a non-shortlisted Consultant shall be subject to approval of the Client. When associating with non-shortlisted firms in the form of a Joint Venture, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.

14.1.2. If stated in the **Data Sheet** the Client shall indicate the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

14.1.3. If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failure to which the Financial Proposal will be rejected.

2.9 Technical Proposal Format and Content

15.1. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

15.1.1. Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

15.1.2. Variations are not allowed.

15.2. The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP.

2.10 Financial Proposal

16.1. The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration of Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.

a. Price Adjustment

16.2. A price adjustment provision of remuneration rates applies if so stated in the **Data Sheet**.

b. Taxes

16.3. The Financial Proposal should clearly estimate, as a separate amount, the taxes, duties, fees, levies and other charges imposed in the Client's country under the Applicable law, on the Consultants, the Sub-consultants, and their Experts (other than nationals or permanent residents of the Client's country). The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client's country is provided in the **Data Sheet**.

c. Currency of Proposal

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

d. Currency of Payment

16.5. Payment under the Contract shall be made in the currency or currencies in which the payment is requested under Clause 41 of the Special Conditions of Contract.

4 C. SUBMISSION, OPENING AND EVALUATION

3.1 Submission, Sealing, and Marking of Proposals

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If authorized in the **Data Sheet**, the Consultant may choose to submit its Proposals electronically.

17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

17.4 The signed Technical and Financial Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "**TECHNICAL PROPOSAL**", "[Name of the

Assignment] ", reference number, name and address of the Consultant, and with a warning "**DO NOT OPEN UNTIL TECHNICAL PROPOSAL OPENING**."

17.6 Similarly, the original Financial Proposal shall be placed inside of a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**."

17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the Submission Address, RFP Reference Number, the Name of the Assignment, Consultant's Name and the Address, and shall be clearly marked "**DO NOT OPEN BEFORE TECHNICAL PROPOSAL OPENING**".

17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

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

3.2 Confidentiality

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

18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions shall result in the rejection of its Proposal.

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

3.3 Opening of Technical Proposals

19.1 The Client's tender opening committee shall conduct the opening of the Technical Proposals in the presence of Consultants' representatives authorized to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with Clause 23.1 of the ITC.

19.2 At the opening of the Technical Proposals the following shall be read out:

(i) The Name of the Consultant or, in case of a Joint Venture, the Name of the Joint Venture, the name of the lead member and the names of all members;

(ii) The presence or absence of a duly sealed envelope with the Financial Proposal;

(iii) Any modifications to the Proposal submitted prior to proposal submission deadline; and

(iv) Any other information deemed appropriate or as indicated in the **Data Sheet**.

3.4 Proposals Evaluation

20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

3.5 Evaluation of Technical Proposals

21.1. The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a Technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

3.6 Financial Proposals for QBS

22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract. Only the Financial Proposal of the technically top-ranked Consultants will be opened by the Client's evaluation committee. All other Financial Proposals shall be returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.

3.7 Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)

23.1 After the technical evaluation is completed, the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.

23.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, the overall technical scores, and the total prices shall be read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals.

3.8 Correction of Errors

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections will be made to the Financial Proposal.

a. Time-Based Contracts

24.1.1 In the case of a Time-Based contract, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal.

In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with the one indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost. The above notwithstanding, in case of any discrepancies, the contract sum as quoted in words under **the SCC** shall prevail.

b. Lump-Sum Contracts

24.1.2 In the case of a Lump-Sum contract, the Consultant is deemed to have included all inputs that are necessary to perform the Services in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made.

The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

24.2 If the Financial Proposal is significantly lower than the Client's estimate, the Client shall require the Consultants to produce detailed price analyses for any or all items of the Financial Proposal, to demonstrate the internal consistency of those prices with the methodology, resources and schedule proposed. If it turns out that the price is abnormally low, the Financial Proposal may be declared non-compliant and rejected.

3.9 Taxes

25.1 The Client's evaluation of the Consultant's Financial Proposal shall include taxes and duties in the Client's country in accordance with the instructions in the **Data Sheet**.

3.10 Conversion to Single Currency

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

3.11 Combined Quality and Cost Evaluation

a. Quality- and Cost-Based Selection (QCBS)

27.1. In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

b. Fixed-Budget Selection(FBS)

27.2. In the case of FBS, those Proposals that exceed the budget indicated in Clause14.1.4 of the **Data Sheet** shall be rejected. The Client will select the Consultant that submitted the highest-ranked Technical Proposal, and invite such Consultant to negotiate the Contract.

c. Least-Cost Selection

27.3. In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.

5 D. NEGOTIATIONS AND AWARD

5.1 Negotiations 28.1. The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

28.2. The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.

a. Availability of Key Experts 28.3. The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.

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

b. Technical negotiations proposed 28.5. The negotiations include discussions about the Terms of Reference (TORs), the methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" as part of the Contract. These discussions shall not substantially alter the original scope of services under the TORs or the terms of the Contract and shall not modify the ranking of the Proposals.

c. Financial negotiations 28.6. The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.

28.7. If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

28.8. In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates.

5.2 Conclusion of Negotiations 29.1. The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.

29.2. If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

29.3. The Client reserves the right to annul the RFP process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to Consultants.

5.3 Award of Contract

30.1. After completing the negotiations, the Client shall sign the Contract; if applicable, publish the award information; and promptly notify the other shortlisted Consultants.

30.2. The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

SECTION 2. DATA SHEET

A. General	
ITC 1.1 (b) Applicable law	**Kenyan Law**
ITC 1.2(1.1)	**Name of the Client:** *County Government of Bomet* **Method of selection**: *Least Cost Selection* **Type of contract:** *Time Based Contract*.
ITC 1.2(1.2)	**The name of the assignment is**: **CONSULTANCY SERVICES FOR VARIOUS K-WASH PROJECTS IN BOMET COUNTY.**
ITC 1.2(1.3)	A pre-proposal conference will **Not** be held:
ITC 1.2(1.4)	**The Client will provide the following inputs, Project Data, Reports if available etc. to facilitate the preparation of the Proposals**: (i) Any other relevant document as may be required to facilitate the Assignment. *The client shall also give assistance to facilitate the timely granting of the Consultant and his Staff of: -* i) Unobstructed access to all sites and locations involved in carrying out the services
ITC 1.3 Conflict of Interest	The following additional circumstances shall be considered as a conflict of interest: ***No Additional circumstances*** The following additional circumstances shall **not** be considered as a conflict of interest: ***No Additional Circumstances***
ITC 1.4(1.7) Unfair Competitive Advantage	**4.7** Applicable

B. Preparation of Proposals	
ITC 2.3(9.1) Language	Proposals shall be submitted in English language. All correspondence exchanges and documents shall be in English language.
ITC 2.4(10.1) Documents Comprising the Proposal	**The Proposal shall comprise the following**: **1st Inner Envelope with the Technical Proposal:** (1) Technical Proposal Submission Form (TECH 1) (2) Power of Attorney to sign the Proposal (3) Statement of Integrity (signed) (4) Description of methodology, work plan and team composition (TECH-2, TECH-3, TECH-4 and TECH-5 are provided as indicative format) AND **2nd Inner Envelope with the Financial Proposal:** (1) Financial Proposal Submission Form (FIN-1) (2) Summary of Costs (FIN-2)
ITC2.5 (11.1)	**Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is not permissible.**
ITC2.6(12.1) Proposal Validity	Proposals must remain valid for **120 calendar days** after the proposal submission deadline.
ITC2.7(13.1) Clarification	Clarifications may be requested **no later than 7 days** prior to the submission deadline. The contact information for requesting clarifications is: *In charge:* **Chief Officer** **Department of Water, Sanitation, Environment, Natural Resources and Climate Change** **County Government of Bomet** **P.O Box 19-20400 Bomet**

ITC2.8(14.1.1)	Bidding Consultants are **not** permitted to form Joint Ventures with other Consultants at this level. They shall bid for the works according to the way they were prequalified.
ITC 2.8(14.1.2) (do not use for Fixed Budget method)	**N/A**
ITC 2.8(14.1.3) for time-based contracts only	**N/A**
ITC 2.10(16.1) Reimbursable expenses	(1)**N/A**
ITC 2.10(16.2) Price Adjustment	A price adjustment provision applies to remuneration rates: **Not Applicable**
ITC 16.3 Taxes	Experts are responsible for meeting all tax liabilities arising out of the Contract**.** **No tax exemptions shall be granted**
ITC 2.10(16.4) Currency of Proposal	**The Financial Proposal shall be stated in the following currencies:** Kenya Shillings (Kshs) (Supervision cost to be included in the contract document)
	The Financial Proposal should state local costs in the Client's country currency (local currency): Yes.
ITC 3.1(17.4)	The Consultant must submit: (a) **Technical Proposal:** one (1) original and 1 paper copies (b) **Financial Proposal:** one (1) original and 1 paper copies
ITC 3.1(17.9)	**The Proposals must be submitted as per the tender notice**

ITC 3.3(19.1) Opening of Technical Proposals	**As per the tender notice**
ITC 3.3(19.2)	**In addition, the following information will be read aloud at the opening of the Technical Proposals** a) Name of Bidder(s) (Sole Consultancy or in Joint Venture Bidding) b) The presence or absence of a duly sealed envelope with the Financial Proposal; c) Any modifications to the Proposal submitted prior to proposal submission deadline**.**
ITC 3.5(21.1) Evaluation of Technical Proposals	Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals: Points **AS BELOW**

ITC 3.7(23.1)	Opening of the Financial Proposals is **as per the tender**
ITC 3.9(25.1) **Taxes**	All taxes payable under the applicable law in Kenya are payable and should be included in the Unit Rate by the consultant. No tax exemptions shall be given.
ITC 3.10(26.1)	**The single currency for the conversion of all prices expressed in various currencies into a single one is**: *[Kenya Shillings]* **The official source of the selling (exchange) rate is**: Central Bank of Kenya (CBK) The date of the exchange rate is the **latest date** of the deadline for submission**.**
ITC3.11(a) (27.1)Combined Quality and Cost Evaluation **(QCBS only)**	**The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.** **The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:** Sf = 100 x Fm/ F, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration. **The weights given to the Technical (T) and Financial (F) Proposals are**: **T** = **80,** and **P** = **20** Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; F = the weight given to the Financial Proposal; T + F = 1) as following: S = St x T% + Sf x F%.
	D. Negotiations and Award
ITC 4.1(28.1)	**Expected date and address for contract negotiations:** **Date**: By Notice **Address: {**Insert Physical and Postal addresses of CA**}**
ITC 4.3(30.2)	**Expected date for the commencement of the Services:** **Date**: By Notice

APPENDIX TO TECHNICAL PROPOSAL SUBMISSION FORM
(Format not to be altered)

Reference name of the RFP: ***RFP FOR CONSULTANCY SERVICES FOR VARIOUS K-WASH PROJECTS***

ANTI CORRUPTION DECLARATION / COMMITMENT / PLEDGE FORM

I/We..... of Post Office Box … ..... declare that I/ We recognize that Public Procurement is based on a free, fair and competitive tendering process which should not be open to abuse.

I/We..... Declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with tender No. … .....for or in the subsequent performance of the contract if I/We am/are successful.
Signed by.....C.E.O. or Authorized Representative.

Name ……..

Designation……..

Signature…….

Date……..

In case of sub-contracting

Signed by.....CEO of the firm to be subcontracted

Name……

Designation……..

Signature…….

Date……..

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

Dear Sir:

We, the undersigned, offer to provide the ***RFP FOR CONSULTANCY SERVICES FOR VARIOUS K-WASH PROJECTS***

in accordance with your Request for Proposals dated (as per the tender notice) and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

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

{OR

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

(a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.

(b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.

(c) We have no conflict of interest in accordance with ITC 3.

(d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Corrupt and fraudulent practices as per ITC 5.

(e) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.

(f) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.

(g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 30.2 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}:……..

Name and Title of Signatory:……...

Name of Consultant (company's name or JV's name):……

In the capacity of:

Address:

Contact information (phone and e-mail):

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

TECHNICAL PROPOSAL (FORM TECH-2)

{Below is a suggested structure of the Technical Proposal}

CONSULTANT'S ORGANIZATION AND EXPERIENCE

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

A - CONSULTANT'S ORGANIZATION

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

2. Include organizational chart, a list of Board of Directors, and beneficial ownership

B - CONSULTANT'S EXPERIENCE

1. List only previous similar assignments successfully completed in the last five (5) years.

2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should attach proof of assigments inform of certified completion certificates from previous clients or substantiate the claimed experience by presenting copies of relevant documents and references.

FORM TECH-3

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT

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

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

N/A

FORM TECH-4

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

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

{Suggested structure of your Technical Proposal (in FTP format): a)
Technical Approach and Methodology

b) Work Plan

c) Organization and Staffing}

Technical Approach and Methodology.

Please explain your understanding of the Objectives of the assignment as outlined in the Terms of Reference (**TORs**), the Technical Approach, and the Methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the **TORs** in here. b) **Work Plan.**

Please outline the plan for the implementation of the main Activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.

Organization and Staffing.

Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts, and relevant technical and administrative support staff.

Section 3 – Technical Proposal – Standard Forms

FORM TECH-3 (**INDICATIVE FORMAT**)

WORK SCHEDULE AND PLANNING FOR DELIVERABLES N°	**Deliverables [1] (D-..)**	**Months[2] [3]**											
		1	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**.....**	**n**	**TOTAL**
D-1	{e.g., Deliverable #1: Report A												
	1) Data Collection												
	2) Drafting												
	3) Inception Report												
	4) Incorporating Comments												
	5).....												
	6) delivery of final report to Client}												
D-2	{e.g., Deliverable #2 : .....}												
n													

Section 4 – Financial Proposal – Standard Forms

[1] List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.

[2] Duration of activities shall be indicated in a form of a bar chart.

[3] . Include a legend, if necessary, to help read the chart.

FORM TECH-4 (INDICATIVE FORMAT)
TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS
(NOT APPLICABLE)

FORM TECH-5 KEY PERSONNEL

DESIGNATION	**NAME**	**NATIONALITY**	**SUMMARY OF QUALIFICATIONS AND EXPERIENCE**		
			Qualifications	General experience (Yrs)	Specific experience (Yrs)
Headquarters: 1. Director 2. 3. Etc.					
Site Office 1. 2. 3. 4. 5. etc.					

Note: The Bidder shall list in this schedule the key personnel he will employ from the Consultant's headquarters and from the Consultants's site office to direct and execute the work together with their qualifications, experience, position held and nationality in accordance with Conditions of Contract Part II (where required, use separate sheets to add extra data for column 4). Bidders shall attach certified copies of academic certificates, and CVs of all key staff.

I certify that the above information is correct.

…… …… …….
(*Title*) (*Signature*) (*Date*)

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

FORM FIN – 1 (format not to be altered)

To: **County Executive**
Department of Water, Sanitation, Environment, Natural Resources and Climate Change.
County Government of Bomet

Dear Sir:

We, the undersigned, offer to provide the Consultancy Services for ***RFP FOR CONSULTANCY SERVICES FOR VARIOUS K-WASH PROJECTS***

in accordance with your Request for Proposal.

Our attached Financial Proposal is for the sum of

…….....

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

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

_____*[Authorized Signature]*

_____*[Name and Title of Signatory]:*

_____*[Name of Firm]*

_____*[Address]*

FORM FIN-2 SUMMARY OF COSTS

Item No.	**Financial Proposal - *RFP FOR CONSULTANCY SERVICES FOR VARIOUS K-WASH PROJECTS* (Siongiroi last mile connection, Chesuiyon Community water project, Sogoet Community water project).**	**Units**	**Quantity**	**Rate**	**Amount**
1.00	**Activity No. 1 - REMUNERATION**	**Units**	**M-months**	**Rate**	**Amount (KES)**
1.1	**INCEPTION**				
1.1.1	Team leader	**M-months**	**1.25**		
1.1.2	Water works design/Hydraulics Engineer	**M-months**	**0.40**		
1.1.3	Topographical Surveyor / GIS Specialist	**M-months**	**0.13**		
1.1.4	Hydrologist/hydrogeologist	**M-months**	**0.15**		
1.1.5	Environmentalist	**M-months**	**0.10**		
1.1.6	Cad Technician	**M-months**	**0.05**		
1.2	**PRELIMINARY/DRAFT DESIGN**				
1.2.1	Team leader	**M-months**	**1.25**		
1.2.2	Water works design/Hydraulics Engineer	**M-months**	**1.15**		
1.2.3	Topographical Surveyor / GIS Specialist	**M-months**	**0.70**		
1.2.4	Hydrologist/hydrogeologist	**M-months**	**0.20**		
1.2.5	Environmentalist	**M-months**	**0.50**		
1.2.6	Cad Technician	**M-months**	**0.50**		
1.3	**FINAL DESIGN**				
1.3.1	Team leader	**M-months**	**1.25**		
1.3.2	Water works design/Hydraulics Engineer	**M-months**	**1.15**		
1.3.3	Topographical Surveyor / GIS Specialist	**M-months**	**0.20**		

1.3.4	Hydrologist/hydrogeologist	**M-months**	**0.25**		
1.3.5	Environmentalist	**M-months**	**0.40**		
1.3.6	Cad Technician	**M-months**	**0.50**		
	Sub-Total - REMUNERATIONS		**10.13**		

2.00	**Activity No. 2 - Reimbursable cost**	Units	Quantity	Rate (KES)	**Amount (KES)**
2.1	Subsistence Allowance (all Staff)	Man/Day	36.00		
2.2	Office rent	Monthly	3.00		
2.3	Running cost of office, including all utilities	Monthly	3.00		
2.4	Report printing	No.	15.00		
2.5	Communication	Monthly	3.00		
2.6	Geotechnical investigations.	PS	1.00		
2.7	Road Travel	Kms	1100.00		
	Sub-Total - Reimbursable Cost				**0.00**

3.00	**Activity No. 3 - Miscellaneous Expenses**	Units	Quantity	Rate (KES)	**Amount (KES)**
3.1	Acquisition of Cadastral maps, aerial photographs, satellite images	Lump sum	1.00		
3.2	Survey Machine hire	Days	28.00		
3.3	Car hire	Days	27.00		
3.4	Equipment: Computers, etc.	Lump sum	1.00		
	Sub-total - Miscellaneous Expenses				

Summary cost - Phase 1		
Activity No.	**Description**	**Amount**
	Price Component	
1	Remuneration	
2	Reimbursable	

3	Miscellaneous expenses	
4	**Subtotal 1**	

5	VAT 16% (Taxes)	
6	**Subtotal 2 (subtotal 1 + VAT)**	
8	Total amount of financial proposal	

SECTION 5. ELIGIBILITY CRITERIA

a. Natural or legal persons (including all members of a joint venture or any of their subcontractors) shall not be awarded contract if, on the date of submission of an application or of a bid or on the date of award of a contract, they:

(i) are bankrupt or being wound up or ceasing their activities, are having their activities administered by the courts, have entered into receivership, or are in any analogous situation arising from a similar procedure;

(ii) have been convicted within the past five years by court decision, which has the force of *res judicata* in the country where the project is implemented, of fraud or corruption or any other offence committed during the procurement or performance of a contract, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to Letter of Bid) which shows that this conviction is not relevant in the context of this project;

(iii) have committed serious professional misconduct within the past five years during the procurement or performance of a contract, as evidenced by any means by the Employer;

(iv) have not fulfilled their obligations regarding the payment of social security contributions or taxes in accordance with the legal provisions of the country where they are established or the Employer's country;

(v) have been convicted within the past five years by court decision, which has the force of *res judicata* of fraud or corruption or any other offence committed in the context of contract procurement or performance;

(vi) have committed misrepresentation in documentation requested by the Employer as part of the contract procurement procedure;

SECTION 6: TERMS OF REFERENCE

COUNTY GOVERNMENT OF BOMET

P.O. BOX 19 - 20400

BOMET

E-mail: info@bomet.go.ke

REQUEST FOR PROPOSAL(RFP)

CONSULTANCY SERVICE FOR FEASIBILITY STUDIES, DETAILED ENGINEERING DESIGNS AND PREPARATION OF TENDER DOCUMENTS, ENVIRONMENTAL AND SOCIAL IMPACT ASSESSMENT IN BOMET COUNTY

,

TERMS OF REFERENCE

NOVEMBER 2026

1. Background

The promulgation of the Constitution of Kenya, 2010, established a devolved system of governance comprising two levels of government, namely the National Government and County Governments. The roles and functions of County Governments are expressly stipulated in the Fourth Schedule to the Constitution and Section 5 of the County Governments Act, 2012. Water and sanitation service provision is among the functions devolved to counties.

Pursuant to this constitutional and statutory framework, County Government of Bomet through the Department of Water, Sanitation, Environment, Natural Resources and Climate Change is mandated to improve the supply of water for both domestic and irrigation use within Bomet County. The Directorate of Water is responsible for the development of water infrastructure, while Bomet Water and Sanitation Company Limited (BOMWASCO) has been delegated as an authority to provide water and sanitation services within the county.

Access to clean piped water in the county currently stands at 20%, which is below the national average of 40%. Population growth has continued to drive up demand for water for both domestic and livestock use, while aging water infrastructure and outlived designs continues to exert pressure on the water sector. There is therefore an urgent need to augment existing schemes, expand water projects to underserved areas, and rehabilitate old systems in order to improve overall efficiency and enhance service delivery in the county.

Accordingly, the County Government of Bomet, through the Department of Water, Sanitation, Environment, Natural Resources and Climate Change, seeks to engage the services of a qualified consultant to undertake feasibility studies, detailed design, preparation of tender documents, and ESIA for various rural water schemes, namely the Sigor–Siongiroi–Chebunyo, the proposed Chesuiyon community water project, and Sogoet community water Project, located in various parts of the county.

2. Procurement lots

The consultancy has been packaged into 3 lots as follows;

S/no.	Project Area	Coverage Area Sub Location	Sub County
Lot.1	Sigor_Siongiroi_Chebunyo Water Project Last Mile Connection	Bingwa, Chelach, Chepwostuiyet, Kapoleseroi, Kasimba, Kipsuter, and Siongiroi	Chepalungu
Lot.2	Chesuiyon community Water Project	Kimarwandi, Kirimose, Siomo, Embomos, parts of Sotit	Konoin

Lot.3	Sogoet community water project	Parts of Ngainet , Parts of Teganda, Kwenik ab ilet.	Bomet Central

3. Objective of the assignment

The primary objectives

i. Feasibility study report
ii. To provide a detailed Designs for the selected water project as named above
iii. To prepare tender documents, including drawings, bills of quantities and engineers estimate for the projects;
iv. To prepare ESIA for the named projects to identify, assess, and mitigate potential environmental and social impacts;
v. To ensure stakeholders' engagement and public participation through the process;
vi. To avail necessary documents that will be used to obtain approval from NEMA and WRA
vii. To offer training to county staff and WSPs staff as part of technology transfer during the design works.

4. Scope of the services

The consultant is expected to undertake the following

i. Conduct site assessment and survey the projects
ii. Feasibility study report
iii. Design period of each element/Component of the project
iv. Population projection (Current, future and ultimate) for its design
v. Water demand assessment
vi. Water supply assessment (Adequacy, quality, conditional survey of existing and other proposed intervention)
vii. Hydraulic design (Assumption made in design)
viii. System design includes design calculations, drawings, BoQs and tender documents.
ix. Carry out ESIA that will be used to get approvals from NEMA and WRA

5.0 Preparation of tender documents

I. Prepare detailed Bills of Quantities (BoQs) and Cost estimates
II. Develop tender document using Kenya water, sanitation and hygiene program manual program operation manual bidding documents (K-WASH POM) for works and as well FIDIC conditions of contract.

6.**0 Environmental and social impact assessment (ESIA)**

i. Conduct baseline studies to assess the existing environmental and social conditions in the project areas;
ii. Identify and evaluate potential environmental and social impacts of the proposed projects;
iii. Propose mitigation measures to minimize adverse impacts and enhance positive **impacts;**
iv. Prepare Environmental and Social Management Plans (ESMP) to guide project implementation;

v. Conduct stakeholder engagement and public participation meetings to gather input and address concerns;
vi. Prepare and submit ESIA report to NEMA so as to enable the client to get approval and obtain NEMA license

7.0 REPORTING

The Consultant will submit and present draft reports for all deliverables for comments from stakeholders and after weeks of receiving comments, submit final reports incorporating the comments.

i. All deliverables/ reports will be submitted in 3no. Hard copies and electronic
ii. submission in a Flash Disk;
iii. The Consultant will also be required to submit electronically by email PDF versions of the final reports. The Consultant will submit Bi-weekly progress reports.

NB: ALL correspondents shall be done through the office of: Chief **Officer Water, Sanitation, Environment, Natural Resources and Climate Change**

8.0 Key deliverables

i. Inception report- Detailing of consultant's activities carried out during project inception and the initial findings, updated work plan, design concept and approaches the firm will be using to achieve the desired goals of the project
ii. Draft report; A firm should be able to present the findings to stakeholders, to give their input and recommendations
iii. Final Detail Design Report and drawings of the projects
iv. Tender documents including BoQs, Cost estimates and technical specifications
v. ESIA reports

9.0 Key experts (CVs)

i. Team Leader-Civil/ Water & Sanitation Engineer
ii. Hydraulic Engineer
iii. Engineering Surveyor
iv. Environmentalist
v. Sociologist

10. Duration of the assignment

The assignment is expected to take 60 days from the date of contract signing.

11. Evaluation criteria

i. Proof legal entity of the firm as demonstrated by certificate of registration and CR-12
ii. Proof of registration with Engineer's Board of Kenya as a professional consultancy firm
iii. Experience in the assignment including technical and managerial capacity of the firm
iv. Reference to at least two assignments of similar nature.

11.1. Work Arrangements

The firm should be a registered firm with experience in handling design of water works.

Technical evaluation criteria

A/c No	EVALUATION CRITERIA	EVALUATION ATTRIBUTE	WEIGHING SCORE	MAXIMUM SCORE
1	General Experience	• Registration by EBK as a consulting fir • Number of years in provision of related consultancy services	• Valid EBK registration certificate as consulting firm • 10 years and above • 5-9 years • 1-4 years	• 5mks • 3 mks • 2mks • 1mks
2	Specific Experience of The Consultant Related To The Assignment	• Number of consultancy related services (contracts, Lpos, recommendation from previous assignments) • Magnitude of business done in the last three years and audited accounts • Specific experience to county context, similar assignment within Bomet county	5 contracts of similar works and recommendation letters **(10mks)** 3 contracts of similar works and recommendation letters **(5mks)** 1 contract of similar nature and recommendation letters **(2mks)** 20 million kes and above **(5mks)** 10-19 million kes **(3mks)** 5-9million kes**(2mks)** Less 4 million (**1mks)** At least 2 projects of similar nature (intake works, treatment, pipeline, reservoirs, water kiosks within the county	10(mks) 5mks 5mks
3	Technical Approach And Methodology	• Bidder to provide detailed methodology to design in relation to term of reference	Adequancy of provided methodology to requirement of the terms of reference (design process)	10mks
4	Work Schedule And Plan	• Provide detailed work schedule for the assignment	Detailed work schedule and time allocated for each indicator (deliverable)	5mks
5	Qualification of Key Staff: for the proposed staff, the bidder must provide evidence of professional, technical training and experience. NB: Firms with staff with record of poor performance in previous assignment for CGB/or debarred firms are not eligible (Debarred Firms Can Be Found In The PPRA Website – PPRA.GO.KE/DEBARRED FIRMS)			
6	Team Leader	• BSC. Civil/Water engineering	20mks	20mks

		• Registered with EBK with valid consulting Engineering practicing license • Have atleast 15 years work experience in similar works		
7	Water Engineer	• BSC Civil/Water engineering (Registered with EBK, Current practicing license issued by EBK, and atleast 10 years in design and construction supervision of water supply works)	10mks	10mks
8	Hydrologist	• Registered in relevant profession and atleast 10 years experience in similar works	10mks	10mks
9	Esia Expert	• BSc. Environmental science or related field, and at least 10 years' experience in similar works (ESIA in water works)	10mks	10mks
10	Surveyor/Gis Expert	• BSc in surveying/geomatics, at least 10 years' experience in survey and processing for water works infrastructure	10mks	10mks
		•		100

Minimum Qualifications required: Bachelors, Other Enter Disciplines	Knowledge/Expertise/Skills required as per guidance above
Technical Proposal	The consultant is expected to submit a technical proposal with the following format; 1. Cover letter of the firm 2. General understanding of TOR 3. Work experiences on similar assignments 4. Attached Curriculum Vitae of their experts
Financial Proposal	The firm is expected to submit financial proposal in Kenya Shillings, to reflect cost based on TOR. The fee should be valid throughout the period of the contract (November 2026 to Feb 2026). All payment shall be paid based on reports as capture under TOR.
Criteria for the evaluation of proposals	The evaluation shall be based on both technical and financial proposal. a) Technical Proposal; b) Financial Proposal AS per evaluation criteria above

NB: A Consulting shall apply for the lots as one package and with fixed cost.

Application

RFP FOR CONSULTANCY SERVICES FOR VARIOUS-K-WASH PROJECTS

Interested applicants should submit their financial and technical proposal

Enclosed a portfolio of previous works undertaken

For more information please visit; https://bomet.go.ke

Deadline for submission **Friday 27TH November 2026**

PART II – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section 7. Conditions of Contract and Contract Form

CONTRACT FOR CONSULTANT'S SERVICES

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I. Form of Contract

FORM OF CONTRACT

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

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

WHEREAS

(a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");

(b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

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) Appendices:

Appendix A:	Terms of Reference
Appendix B: Experts)	Consultant's Technical Proposal (including methodology and
Appendix C:	Contract Price(s)

In the event of any inconsistency between the documents, the following priority order shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; & Appendix C Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

I. Form of Contract

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

(a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and

(b) 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.

SIGNED AND DELIVERED

By the said Employer:

…… ……..

NAME SIGNATURE DATE&STAMP

(County Executive, Department Of Water,Sanitation,Environment,Natural Resources and climate change)

For and on behalf of the said Employer.

In the presence of: ……..

(Name and Designation of Witness)

……..

(Signature of Witness)

……..

(Address of witness)

By the said Consultant: ……..

In the presence of: ……..

(Name and Designation of Witness)

……..

(Signature of Witness)

……..

(Address of witness)

I. GENERAL CONDITIONS OF CONTRACT

A. GENERAL PROVISIONS

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

(a) "**Applicable law**" means all laws, brought into force and effect by the Government of Kenya or the local Government including but not limited to rules, regulations and notifications made thereunder, and judgements, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement.

(b) "**Client**" means the County Government of Bomet that shall sign the Contract for the Services with the Selected Consultant.

(c) "**Consultant**" or "**Independent Expert**" means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.

(d) "**Contract**" means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).

(e) "**Day**" means a calendar day unless indicated otherwise.

(f) "**Effective Date**" means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.

(g) "**Experts**" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.

(h) "**Foreign Currency**" means any currency other than the currency of the Client's country.

(i) "**GCC**" means these General Conditions of Contract.

(j) "**Joint Venture (JV)**" means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

(k) "**Key Expert(s)**" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.

(l) "**Party**" means the Client or the Consultant, as the case may be, and "**Parties**" means both of them.

(m) "**Project Agreement**" means the agreement entered between the County Government and the consultant.

(n) "**Project Network**" means the roads comprising Lot 15 as further set out in the Project Agreement.

(o) "**SCC**" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.

(p) "**Services**" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

(q) "**Sub-consultants**" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.

2. **Relationship between the Parties** 2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has the complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3. **Law Governing Contract** 3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable law.

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

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

6. **Communications** 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be made in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.

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

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

8. **Authority of Member in Charge** 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the lead member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

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

10. **Corrupt and Fraudulent Practices, and Social** 10.1. The County requires compliance with its policy in regard to corrupt and fraudulent practices, social and environmental responsibility as set forth in to the GCC

Attachment 1 .
and Environmental Responsibility

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

11. Effectiveness of Contract

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

12. Termination of Contract for Failure to Become Effective

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

13. Commencement of Services

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

14. Expiration of Contract

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

15. Entire Agreement

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

16. Modifications or Variations

16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party and shall not unreasonably refuse to vary this Contract.

16.2. In cases of substantial modifications or variations, the prior written consent of the County is required.

17. Force Majeure

a. Definition

17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements. It includes, but is not limited to:

17.1.1. act of God, epidemic, extremely adverse weather conditions, earthquake, landslide, cyclone, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Project Site);

17.1.2. nationalisation or expropriation of the Project Network by the GOK (or any Governmental Instrumentality) or any compulsory acquisition in the national interest or expropriation of all or substantially all of the Project Assets;

17.1.3. unlawful or unauthorised or unjustified revocation of, or refusal to renew or grant without valid cause, any permit required by the Service Provider to perform its obligations under the Project Agreement; provided that such delay, modification, denial, refusal or revocation did not result from the Service Provider's (or any Contractor's inability) or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, licence, authorisation, no objection certificate, exemption, consent, approval or permit;

17.1.4. riots and blockades except where arising as a result of or are attributable to any action or inaction of the Service Provider or its Sub-Contractors

17.1.5. a declared act of war, invasion, armed conflict or act of foreign enemy, or military action or sabotage

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

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

b. Non Breach of Contract

177.4. The failure of a Party to fulfill any of its obligations hereunder 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 has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

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

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

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

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

(a) cease its activities and demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, the costs related to the reactivation of the Services; or

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

177.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 48 & 49.

18. Suspension

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

19. Termination

19. 1 This Contract may be terminated by either Party as per provisions set up below:

a. By the Client

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

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

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

(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49.1;

(d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days;

(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

(f) If the Consultant fails to confirm availability of Key Experts.

19.1.2 Furthermore, if the Client determines that the Consultant has engaged in corrupt or fraudulent practices, in competing for or in executing the Contract, then the Client is entitled, after giving fourteen (14) days written notice to the Consultant, to terminate the Consultant's employment under the Contract.

b. By the Consultant

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

(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 49.1 within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.

(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.

(d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

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

d. Cessation of Services

19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every

reasonable effort to keep expenditures for this purpose to a minimum. With respect to the documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

e. **Payment** 19.1.6 Upon termination of this Contract, the Client shall make the **upon** following payments to the Consultant:

Termination

(a) remuneration for Services satisfactorily performed prior to the effective date of termination, other expenses incurred and, for unit prices (time-based),reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 42;

(b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

20. General

a. Standard of Performance

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

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

20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services. The Consultant shall not subcontract the whole of the Services.

b. Law Applicable to Services

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

20.5 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when as a matter of law or official regulations, the Client's country prohibits commercial relations with that country.

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

21. Conflict of Interests

21.1 The Consultant shall hold the Client's interests paramount and shall strictly avoid conflict with other assignments, their own corporate interests or any action, agreement or arrangement that would have an adverse effect on the Client's interests or prevent the Consultant from fulfilling its obligations hereunder.

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

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

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Client's applicable regulations, 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 responsibility shall be for the account of the Client.

b. Consultant and Affiliates Not to Engage in Certain Activities

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

c. Prohibition of Conflicting

21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or

	Activities	indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
d.	**Strict Duty to Disclose Conflicting Activities**	21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose such situations may lead to the termination of its Contract.
22. Confidentiality		22.1 Except with the prior written approval of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
23. Liability of the Consultant		23.1 Subject to additional provisions, if any, set forth in the **SCC**, the Consultant's liability under this Contract shall be as determined under the Applicable law.
25. Accounting, Inspection and Auditing		25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs. 25.2. The Consultant shall permit and shall cause its Sub-consultants to permit, the County Government and/or persons appointed by the County Government to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the County Government if requested. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the County government's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination.
26. Reporting Obligations		26.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

27. Proprietary Rights of the Client in Reports and Records

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

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

28. Equipment, Vehicles and Materials

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

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

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

29. Description of Key Experts

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

29.2 In case of unit prices (time-based) and if required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in **Appendix B** may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 41.1.

29.3 In case of unit prices (time-based) and if additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated time-input for the Key Experts may be increased by written agreement between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 41.1, the Parties shall sign a Contract amendment. shall approve the engagement of such additional Key Experts within 22 days of receiving such an application. At no time shall the additional Key Experts be engaged before the prior approval of the Client in writing.

30. Replacement of Key Experts

30.1 Except as the Client may otherwise agree in writing, no changes sha ll be made in the Key Experts.

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

31. Approval of Additional Key Experts

31.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client a copy of their Curricula Vitae (CVs) for review and approval. The client

31.2 In case of unit price (time-based) contract, the rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.

32. Removal of Experts or Sub-consultants

32.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal ation, or if the Client determines that one of the Consultant's Experts or Sub-consultants have engaged in corrupt or fraudulent practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

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

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

33. Replacement/ Removal of Experts – Impact on Payments

33.1 In case of unit price (time-based) Contract, except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

33.2 In case of lump-sum Contract, the Consultant shall bear all costs arising out or incidental to any removal and/or replacement of such Experts.

34. Working Hours, Overtime, Leave, etc. (time-based contract only)

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

34.2 The Experts shall neither be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in **Appendix A**, and the Consultant's remuneration shall be deemed to cover these items.

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

E. OBLIGATIONS OF THE CLIENT

35. Assistance and Exemptions

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

36. Access to Project Site

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

(b) Assist the Consultant with promptly obtaining, for the Experts and, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.

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

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

(e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the Applicable law in the Client's country.

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

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

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

37. Change in the Applicable Law Related to Taxes and Duties

37.1 If, after the date of this Contract, there is any change in the Applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and other expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 41.1

38. Services, Facilities and Property of the Client

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

38.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in **Appendix A**, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 41.

39. Counterpart Personnel

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

39.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in **Appendix A**, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 41.

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

40. Payment Obligation

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

F. PAYMENTS TO THE CONSULTANT

41. Ceiling Amount (time-based) or Contract Price (lump-sum)

41.1 In case of unit price (time-based) Contract, an estimate of the cost of the Services is set forth in **Appendix C** (Contract Price(s)). Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the **SCC**. For any payments in excess of the ceilings, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

41.2 In case of a lump-sum Contract, the Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**. Any change to the Contract price can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.

43. Taxes and Duties

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

G. FAIRNESS AND GOOD FAITH

45. Good Faith

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

H. SETTLEMENT OF DISPUTES

46. Amicable Settlement

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

48.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within Twenty-Eight (28) from receipt. If that Party fails to respond within Twenty-eight days (28) days, or the dispute cannot be amicably settled within Twenty eight (28) days from the response of that Party, Clause GCC 49.1 shall apply.

47. Dispute Resolution 49.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the **SCC**.

II. SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a) and 3.1 Applicable law	**The Contract shall be construed in accordance with the law of Kenya**
4.1 Language	**The language is: English**.
6.1 and 6.2 Communications	**The addresses are:** Client : ***Chief Officer*** ***Department of Water.Sanitation,*** ***Environment,Natural Resources and climate*** ***Change*** ***County Government of Bomet*** ***P. O. Box 19*** ***Bomet***
8.1 Authority of Member in Charge	*[Note: If the Consultant consists only of one entity, state "N/A";*
9.1 Authorized Representatives	**The Authorized Representatives are:** **For the Client:** ***Chief Officer*** ***Department of Water. Sanitation, Environment,*** ***Natural Resources and climate Change*** ***County Government of Bomet*** ***P. O. Box 19*** ***Bomet***

	For the Consultant: *[name, title]* _____

11.1 Effectiveness of Contract	The Contract shall come into force at the date of Contract signature. There is no effectiveness condition.
12.1 Termination for failure to become Effective	**Not applicable**
13.1 Commencement of Services	**Commencement of Services: the Services shall start on** *7 days from Notification of Commencement Letter*
14.1 Expiration of Contract	**The time period shall be 3 Months**.
20.5 Law Applicable to Services	N/A
23.1 Liability of the Consultant	**No additional provisions.** *[OR:* The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations: **Limitation of the Consultant's Liability towards the Client:** **(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:** **(i) for any indirect or consequential loss or damage; and** **(ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;** **(b) This limitation of liability shall not** **(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;** **(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable law**.
27.1 Proprietary Rights in Reports and Records	*[If applicable, insert any exceptions to proprietary rights provision_____]*

27.2	*[If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 27.2 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:* **The Consultant shall not use these *documents and software* for purposes unrelated to this Contract without the prior written approval of the Client**. *OR*[**The Client shall not use these *documents and software* for purposes unrelated to this Contract without the prior written approval of the Consultant**. *OR* **Neither Party shall use these *documents and software* for purposes unrelated to this Contract without the prior written approval of the other Party**.
35.1 (a) through (f) Assistance and Exemptions	*N/A*
35.1(g)	*N/A*
41Ceiling Amount or Contract Price	*In lump-sum contracts, payments are linked to outputs (deliverables) such as reports, drawings, bill of quantities, bidding documents, or software programs. Lump-sum contracts are easier to administer because they operate on the principle of a fixed price for a fixed scope, and payments are due on clearly specified outputs and milestones. Nevertheless, quality control of the Consultant's outputs by the Client is paramount.]* **The Contract price (lump-sum) or is: _____***[insert amount and currency for each currency] [indicate:* **inclusive of local indirect taxes.** **The amount of such taxes is _____***[insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.]*
45.1(a) Mode of Billing and Payment	***No Advance Payment shall be paid***

45.1 (c) (lump-sum)	**The payment schedule: Not Applicable** ***[****Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A. The advance payment and repayment should not appear in the payment schedule. It is addressed in SCC 45.1 (a) above* ***]*** **1st payment:** *[insert the amount of the installment, percentage of the total Contract price, and the currency]*
	2nd payment: _____ **3rd payment: _____** **nth payment: ……** **Final payment: _____** *[Total sum of all installments should amount to the Contract price set up in SCC 41.]*
46.2 Damages	The damages shall be shared equally between the Contracting County and the Service Provider *[insert other Damages if appropriate]*
49. Dispute Resolution	**Disputes shall be settled by arbitration in accordance with the following provisions:** 1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: (a) shall be finally settled by arbitration in accordance with the UNCITRAL Arbitration Rules (the "**Rules**") which Rules are deemed to be incorporated by reference. there shall be three (3) arbitrators and the language of the arbitration shall be English (b) the seat of the arbitration shall be London, England. The venue of the arbitration shall be Nairobi, Kenya. (c) The award rendered shall apportion the costs of the arbitration. The award shall be in writing and shall set forth in reasonable detail the facts of the Dispute and the reasons for the tribunal's decision. The award shall bear interest at a rate to be determined by the arbitral tribunal from the date of the award until the date of the payment. The arbitral tribunal is not authorized to award punitive, double, treble, multiple or consequential damages. The arbitral tribunal shall not be empowered to decide any dispute *ex aequo et bono* or *amiable compositeur*. The award in such arbitration shall be final and binding upon the parties to this Contract and judgment thereon may be entered in any court having jurisdiction for its enforcement

2.	Substitute Arbitrators. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.

III. APPENDICES

APPENDIX A – TERMS OF REFERENCE

[This Appendix shall include the final Terms of Reference (TORs) (on the basis of Section 7 of the RFP) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks that require prior approval by the Client.

APPENDIX B–CONSULTANT'S TECHNICAL PROPOSAL INCLUDING METHODOLOGY AND KEY EXPERTS

[Insert the Consultant's Technical Proposal and finalized during the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]