RUIRU JUJA WATER AND SEWERAGE COMPANY LTD

TENDER N0.: RUJWASCO/CLSG II/2025-2026/0

REQUEST FOR PROPOSAL FOR CONSULTING SERVICES FOR UNDERTAKING CUSTOMER IDENTIFICATION SURVEY

MANAGING DIRECTOR
RUIRU JUJA WATER AND SEWERAGE COMPANY LTD
P.O BOX 1165-00232, RUIRU – KENYA

(FEBRUARY 2026)

CLOSING DATE

TUESDAY, 10TH MARCH, 2026 AT 10:00 AM

Pag
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Table of Contents

SECTION I - LETTER OF INVITATION

TO:…….………. Date 23rd February 2026.

Dear Sir/Madam,

RE: RFP. NO. RUJWASCO/CLSG II/2025-2026/02 : CONSULTING SERVICES FOR UNDERTAKING CUSTOMER IDENTIFICATION SURVEY : REF NUMBER RUJWASCO/RFP/25/01.

Ruiru Juja Water and Sewerage Company Limited invites proposals for consultancy services to undertake CIS, targeting existing and potential customers in its service area. The Customer Identification Survey is expected to establish a verified, geo-referenced, customer-to-meter-to-premise database that directly improves billing accuracy, revenue collection, NRW reduction, customer segmentation, and operational efficiency in Commercial and Technical operations as specified in the Terms of references.

1.1 The request for proposals (RFP) includes the following documents:

1.2 Section I -Letter of invitation
Section II - Information to consultants
Appendix to Consultants information
Section III -Terms of Reference
Section IV -Technical proposals
Section V -Financial proposal
Section VI -Standard Contract Form

1.3 Upon receipt, please inform us
(a) that you have received the letter of invitation
(b) whether or not you will submit a proposal for the assignment

Yours sincerely

MR. SIMON MWANGI
MANAGING DIRECTOR
RUIRU JUJA WATER AND SEWERAGE CO. LTD.

SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

2.1.1 Ruiru Juja Water and Sewerage Co. Ltd. (RUJWASCO) will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the Appendix to ITC. The method of selection shall be as indicated by the procuring entity in the Appendix to ITC.

2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix "ITC" for consulting services required for the assignment named in the said Appendix to ITC. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services, which are regulated, as is the case with Building and Civil Engineering Consulting services. In such a case, the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.

2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix "ITC" to arrange for any visit or to obtain additional information. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

2.1.4 The Procuring entity will provide the inputs specified in the Appendix "ITC", assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.

2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.

2.1.6 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate.

2.1.7 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.2 Clarification and Amendment of RFP Documents

2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail or electronic mail to the Client's address indicated in the Appendix "ITC". The Client will respond by electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

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

2.3 Preparation of Technical Proposal

2.3.1 The Consultants proposal shall be written in English language

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

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

(i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.

(ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix to ITC. The proposal shall however be based on the number of professional staff-time estimated by the firm.

(iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.

(iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix to ITC, preferably working under conditions similar to those prevailing in Kenya.

(v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

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

(i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment, the outline should indicate *inter alia,* the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.

(ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.

(iii) A description of the methodology and work plan for performing the assignment.

(iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.

(v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.

(vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.

(vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix "ITC" specifies training as a major component of the assignment.

(viii) Any additional information requested in Appendix "ITC".

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including;

(a) remuneration for staff (in the field and at headquarters), and;
(b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity

2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix "ITC" specifies otherwise.

2.4.3 Consultants shall express the price of their services in Kenya Shillings.

2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.

2.4.5 The Proposal must remain valid for 60 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

2.5 Submission, Receipt, and Opening of Proposals

2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see paragraph.1.2) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.

2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix "ITC". Each Technical Proposal and Financial Proposal shall be marked **"ORIGINAL"** or **"COPY"** as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

2.5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL**," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked **"FINANCIAL PROPOSAL"** and warning: **"DO NOT OPEN WITH THE TECHNICAL PROPOSAL"**. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix "ITC" and be clearly marked, **"DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE."** The completed

Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix "ITC". Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.

2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix "ITC". Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened..

2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

2.6 Proposal Evaluation General

2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix "ITC". Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant's proposal.

2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

Evaluation of Technical Proposal

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

PRELIMINARY / MANDATORY EVALUATION:

i. Certificate of Incorporation
ii. Valid Tax Compliance Certificate as at the date of Opening of the Tender
iii. Copy of valid Single Business Permit.
iv. Copy of Company's CR12 accompanied with copies of directors' identification documents, if sole proprietor submits copies of director's ID(s)
v. Tender Security amounting to Kenya Shillings One Hundred Thousand (Kshs 150,000) in form of a Bank Guarantee drawn by a bank licensed and operating in Kenya or a guarantee from an Insurance Company registered with the Insurance Regulatory Authority (IRA) and listed by the Public Procurement Regulatory Authority (PPRA). The tender security should be valid for a period of 30 days beyond the tender validity period, i.e. 180 days from the date of tender opening.
vi. Shall be submitted in One Original and One Copy of the Original.
vii. Power of Attorney to Sign the Tender Documents.
viii. Duly filled, signed and stamped confidential business questionnaire
ix. Provide copies of certified audited accounts for the last two years (2021-2022, 2023-2024)
x. Properly bound (spiral or perfect cover, hard cover or case bound), paginated, serialized tender document (each page of the tender submission must have a number and the numbers must be in chronological order). For pagination, the Numerals to be used shall be, i.e. 1,2,3,4,5,6,7,8,9,10.

TECHNICAL EVALUATION

		Points
(i)	Specific experience of the consultant related to the assignment	**(5-10)**
(ii)	Adequacy of the proposed work plan and methodology in responding to the terms of reference	**(20-40)**
(iii)	Qualifications and competence of the key staff for the assignment	**(30-40)**
(iv)	Suitability to the transfer of Technology Programme (Training)	**(0-10)**
	Total Points	**100**

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

2.7 Public Opening and Evaluation of Financial Proposal

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

2.7.2 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical. Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

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

2.7.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.

2.7.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:-

Sf = 100 X $^{FM}/_{F}$ where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical *(St)* and financial *(Sf)* scores using the weights *(T*=the weight given to the Technical Proposal: P = the weight given to the Financial Proposal; $T + p$
= I) indicated in the Appendix ITC. The combined technical and financial score, S, is calculated as follows:- $S = St \text{ x } T\% + Sf \text{ x } P\%$. The firm achieving the highest combined technical and financial

score will be invited for negotiations.

2.7.6 The tender evaluation committee shall evaluate the tender within 30 days of from the date of opening the tender.

2.7.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).

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

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

2.8 Negotiations

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

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

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

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

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

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

2.9 Award of Contract

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

2.9.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix "ITC".

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

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

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

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

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

2.10 Confidentiality

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

2.11 Corrupt or fraudulent practices

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

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

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

Appendix to information to consultants

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

Clause Reference

2.1 The name of the Client is**: Ruiru Juja Water and Sewerage Co. Ltd.(RUJWASCO)**

2.1.1 The method of selection is**: Quality and Cost Based (QCBS)**

2.1.2 Technical and Financial Proposals are requested: Yes __√____ No _

The name, objectives, and description of the assignment are:
Consulting Services for Undertaking Customer identification Survey in RUJWASCO area of jurisdiction

2.1.3 A pre-proposal conference will be held: Yes _, No __√_

The name, address and telephone numbers of the Client's official is:

Simon Mwangi
Managing Director
Ruiru Juja and Sewerage Co. Ltd.
Next to Kenyatta University,
Ruiru Campus Tel: +254 020-2022651
E-mail:rujwasco@gmail.com/
info@ruiruwater.co.ke/procurement@ruiruwater.co.ke

2.1.4 The Client will provide the following inputs:

a) To provide, to the consultant, any assistance that may be required during the course of execution of the contract.
b) Nominate a liaison officer and counterpart staff who will work closely and maintain regular contact with the consultant on matters regarding this consultancy

2.2.1 The proposal submission address is:

Managing Director
Ruiru Juja Water and Sewerage Co. Ltd.
P. O. Box 1165-00232
Ruiru

PROPOSALS TO BE DEPOSITED IN THE TENDER BOX LOCATED AT RUIRU JUJA WATER AND SEWERAGE COMPANY NEXT TO KENYATTA UNIVERSITY, RUIRU CAMPUS. Information on the outer envelope should also include **The address above and the Tender Ref. No.**

2.3.3 (ii) The estimated number of professional staff months required for the assignment is; 3 months

(iv) The minimum required experience of proposed professional staff is: **as in the Terms of Reference – Section V**

2.3.4 (vii) Training is a specific component of this assignment:
Yes__√__, No _____

(viii) Additional information in the Technical Proposal includes:
____

2.4.2 Taxes: **All applicable taxes to be included in the Financial Proposals**

2.5.2 Consultants must submit an original and **two (2)** additional copies of each proposal.

2.5.4 Proposals must be submitted no later than the following date and time **10th March 2026 at 10.00 a.m**

2.6.1 The address to send information to the Client is
Managing Director
Ruiru Juja Water and Sewerage Co. Ltd.
P. O. Box 1165-00232
<u>RUIRU</u>

2.6.3 The minimum technical score required to pass: **70**

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

	Points
(i) Specific experience of the consultant related to the assignment	**10**
(ii) Adequacy of the proposed work plan and methodology in responding to the terms of reference	
a) Technical approach and methodology	**20**
b) Work plan	**10**
c) Organization and staffing	**10**

Total points for criterion (ii)	**50**

(iii) Qualifications and competence of the key staff for the assignment

a) Team Leader	**20**
b) Team Member 1	**15**
c) Team Member 2	**15**
Total points for criterion (iii)	**50**
Total Points	**100**

2.8.5 Alternative formulae for determining the financial scores is the following: **N/A**

The weights given to the Technical and Financial Proposals are:
T= 0.80
P= 0.20

2.10.2 The assignment is expected to commence on **06th APRIL 2026 at RUJWASCO headquarters, Ruiru.**

SECTION III: - TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

3.1 In preparing the technical proposals, the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultants own risk and may result in rejection of the consultant's proposal.

3.2 The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.

3.3 The Technical proposal shall not include any financial information unless it is allowed in the Appendix to information to the consultants or the Special Conditions of contract.

SECTION III: - TECHNICAL PROPOSAL

Table of Contents

1. Technical Proposal Submission Form

[____________*Date*]

To:_________________[*Name and address of Client)*

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for ______________

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

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

receive. We remain,

Yours sincerely,

________________________*[Authorized Signature]:*

_________________________*[Name and Title of Signatory]*
:
__________________________*[Name of Firm]*
:
__________________________*[Address:]*

Firm's References

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

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

<table>
<tr><td colspan="2">Assignment Name:</td><td>Country</td></tr>
<tr><td colspan="2">Location within Country:</td><td>Professional Staff provided by Your Firm/Entity(profiles):</td></tr>
<tr><td colspan="2">Name of Client:</td><td>Clients contact person for the assignment.</td></tr>
<tr><td colspan="2">Address:</td><td>No of Staff-Months;
Duration of Assignment:</td></tr>
<tr><td>Start Date (Month/Year):</td><td>Completion Date (Month/Year):</td><td>Approx. Value of Services (Kshs)</td></tr>
<tr><td colspan="2">Name of Associated Consultants. If any:</td><td>No of Months of Professional Staff provided by Associated Consultants:</td></tr>
<tr><td colspan="3">Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:</td></tr>
<tr><td colspan="3">Narrative Description of project:</td></tr>
<tr><td colspan="3">Description of Actual Services Provided by Your Staff:</td></tr>
</table>

Firm's Name: ____

Name and title of signatory; _______________________________________

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

On the Terms of Reference:

1. Customer Enumeration. All active, inactive, illegal, shared, bulk and institutional connections
2. Meter Verification: Meter serial, size, location, status, tampering evidence
3. GIS Mapping. GPS coordinates of:
    - Premises
    - Meters
    - Network proximity
4. Billing & CRM Reconciliation. Match CIS data with:
    - Account numbers
    - Telephone numbers
    - Meter numbers
    - Tariff categories
5. Illegal & Unregistered Connections
    - Classification and quantification
6. Customer Segmentation
    - Domestic, commercial, institutional, low-income, informal
7. Operational Bottleneck Identification
    - Meter reading routes
    - Billing gaps
    - Disconnection / reconnection inefficiencies

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

1.

2.

3.

4.

5. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

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5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

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

Proposed Position: ____

Name of Firm: ____

Name of Staff: ____

Profession: ____

Date of Birth: ____

Years with Firm: _________________Nationality: ________________

Membership in Professional Societies: ___________________________

____

Detailed Tasks Assigned: ______________________________________

____

Key Qualifications:

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

____

Education:

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

____

Employment Record:

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

Certification:

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

____Date: ______________

[Signature of staff member]

____ *Date;* _________

[*Signature of authorized representative of the firm*]

Full name of staff member: ____

Full name of authorized representative: ___________________________________

6. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Months (in the Form of a Bar Chart)

Name	Position	Reports Due/ Activities	1	2	3	4	5	6	7	8	9	10	11	12	Number of weeks

Reports Due: ________

Activities Duration: ___________

Signature: ____
(Authorized representative)

Full Name: ____

Title: ____

Address: ____

7. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

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

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

(b). Completion and Submission of Reports

Reports	Date
1. Inception Report	
4. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

SECTION IV: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

4.1 The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc as may be applicable. The costs should be broken done to be clearly understood by the procuring entity.

4.2 The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.

4.3 The financial proposal should be prepared using the Standard forms provided in this part

SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS

Table of Contents

Financial Proposal Submission Form

_____________*[Date]*

To: _______________________________
____
____

[Name and address of Client]

Ladies/Gentlemen:

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

We remain,

Yours sincerely,

_________________________*[Authorized Signature]*
:
___________________*[Name and Title of Signatory]:*

____________________*[Name of Firm]*

____________________*[Address]*

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13. SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s)
Subtota l Taxes Total Amount of Financial Proposal		________________

14. BREAKDOWN OF PRICE PER ACTIVITY

Group of Activities (Phase):[2] ____________ ____________	Description:[3] ____________ ____________
Cost component	**Costs (Kshs)**
Remuneration[5]	
Reimbursable Expenses [5]	
Subtotals	

1 Form No.3 (Breakdown of Costs by Activity) shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form for each group of activities. The sum of the relevant Subtotals of all Forms No.3 provided must coincide with the Total Costs of Financial Proposal indicated in Form No.2 (Summary Of Costs).

2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form No.8 (Activity (Work) Schedule) above.

3 Short description of the activities whose cost breakdown is provided in this Form.

4 Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Form No.4 (Breakdown of Remuneration per activity), and Form No.5 (Breakdown of Reimbursable Expenses).

15. Breakdown of Remuneration per Activity

Group of Activities (Phase): _				
Name[2]	**Position[3]**	**Staff-month Rate[4]**	**Input[5]** (Staff-months)	Kshs.[6]
Foreign Staff				
		[*Home*]		
		[*Field*]		
Local Staff				
		[*Home*]		
		[*Field*]		
Total Costs				

1 Form No.4 (Breakdown of Remuneration per activity) shall be filled for each of the Forms No.3 (Breakdown of Costs by Activity) provided.

2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).

3 Positions of Professional Staff shall coincide with the ones indicated in Form No.5 (Team Composition and Task Assignments) above.

4 Indicate separately staff-month rate and currency for home and field work.

5 Indicate, separately for home and fieldwork, the total expected input of staff for carrying out the group of activities or phase indicated in the Form.

6 For each staff indicate the remuneration, separately for home and field work. Remuneration = Staff-month Rate x Input.

16. Reimbursables per Activity

Group of Activities (Phase): _					
N°	**Description**[2]	**Unit**	**Unit Cost**[3]	**Quantity**	Kshs.
	Per diem allowances	Day			
	International flights[5]	Trip			
	Miscellaneous travel expenses	Trip			
	Communication costs between [*Insert place*] and [*Insert place*]				
	Drafting, reproduction of reports				
	Equipment, instruments, materials, supplies, etc.				
	Shipment of personal effects	Trip			
	Use of computers,				
	Laboratory tests.				
	Subcontracts				
	Local transportation				
	Office rent, clerical assistance				
	Training of the Client's personnel [6]				
Total Costs					

1 Form No.5 (Breakdown of Reimbursable Expenses) should be filled for each of the Forms No.3 (Breakdown of Costs by Activity) provided, if needed.
2 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
3 Indicate unit cost.
4 Indicate the cost of each reimbursable item in the column. Cost = Unit Cost x Quantity.
5 Indicate route of each flight, and if the trip is one- or two-ways.
6 Only if the training is a major component of the assignment, defined as such in the TOR.

5(a). BREAKDOWN OF REIMBURSABLE EXPENSES

(This Form 5(a) shall only be used when the Lump-Sum Form of Contract has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

N°	Description[1]	Unit	Unit Cost[2]
	Per diem allowances	Day	
	Miscellaneous travel expenses	Trip	
	Communication costs between [*Insert place*] and		
	Drafting, reproduction of reports		
	Equipment, instruments, materials, supplies, etc.		
	Shipment of personal effects	Trip	
	Use of computers, software		
	Laboratory tests.		
	Subcontracts		
	Local transportation costs		
	Office rent, clerical assistance		
	Training of the Client's personnel [4]		

1 Delete items that are not applicable or add other items according to Paragraph Reference
3.6 of the Data Sheet.
2 Indicate unit cost and currency.
3 Indicate route of each flight, and if the trip is one- or two-ways.
4 Only if the training is a major component of the assignment, defined as such in the TOR.

SECTION V: - TERMS OF REFERENCE

1. BACKGROUND

Ruiru–Juja Water and Sewerage Company Limited (RUJWASCO) is mandated to provide reliable, sustainable water and sanitation services within its licensed service area. In line with WASREB regulatory requirements, operational efficiency objectives, and the Company's commercial transformation agenda, RUJWASCO seeks to undertake a comprehensive Customer Identification Survey (CIS).

The CIS is intended to establish a verified, geo-referenced, and reconciled customer–meter–premise database that will directly support revenue growth, Non-Revenue Water (NRW) reduction, improved billing accuracy, customer service improvement, and informed operational planning.

Previous CIS exercises and database updates have become outdated due to system changes, network expansion, urban densification, informal settlements growth, illegal connections, and customer data inconsistencies. This assignment therefore aims to deliver a decision-ready and system-integrated CIS, not merely a data collection exercise.

2. OBJECTIVES OF THE ASSIGNMENT

2.1 Overall Objective

To establish a clean, accurate, geo-referenced, and system-ready customer database that links customers, meters, premises, and network proximity, thereby enabling improved commercial performance, NRW reduction, billing accuracy, and customer service delivery.

2.2 Specific Objectives

The specific objectives of the CIS are to:

- Identify and enumerate all existing, inactive, illegal, bulk, and potential water and sewer connections within the service area.
- Verify and reconcile customer records against RUJWASCO's billing and CRM systems.
- Validate meter existence, status, size, serial numbers, and physical location.
- Identify illegal connections, unregistered customers, and water vending points.
- Establish optimized meter reading routes using GIS mapping.
- Support NRW reduction initiatives through spatial and customer-based loss analysis.
- Generate customer segmentation data to support tariff planning and service differentiation.
- Assess customer satisfaction and service quality indicators.
- Identify operational and commercial process gaps requiring re-engineering.

3. Scope of work

The Consultant shall undertake, but not be limited to, the following scope:

3.1 Customer enumeration and verification

- Conduct a 100% customer census within the RUJWASCO service area
- Capture customer details including name, ID/contact details, usage category, and service type

- Identify inactive, dormant, shared, bulk, and institutional connections

3.2 Meter and connection verification

- Verify meter serial numbers, size, type, functionality, and physical condition
- Capture photographic evidence of meters and service connections
- Identify meter anomalies including bypasses, tampering, and mismatches

3.3 GIS Mapping and spatial data collection

- Capture GPS coordinates of all premises, meters, and connections
- Map customer locations relative to the water and sewer network
- Develop GIS layers suitable for integration with RUJWASCO systems

3.4 Billing, CRM and ERP reconciliation

- Reconcile CIS data against billing and CRM databases
- Identify inconsistencies in account numbers, meter numbers, tariff categories, and contacts
- Generate exception and correction logs for system clean-up

3.5 Illegal connections and NRW support

- Identify illegal connections, informal vendors, and unauthorized abstractions
- Categorize commercial and technical loss indicators
- Provide GIS-based NRW action zones

3.6 Customer segmentation and satisfaction assessment

- Segment customers by use, income profile, settlement type, and service level
- Capture basic service quality indicators (pressure, continuity, sewer access)
- Collect customer satisfaction feedback

3.7 Operational and commercial diagnostics

- Review meter reading routes and propose optimized routing
- Identify bottlenecks in billing, disconnection, reconnection, and customer service workflows
- Highlight areas for process re-engineering

4. Methodology (Mandatory requirements)

The Consultant **must** adopt the following minimum methodology:

4.1 Data collection approach

- Use mobile-based data collection tools (e.g., ODK, SurveyCTO, Kobo or equivalent)
- Enable automatic GPS capture, date/time stamping, and enumerator identification
- Mandatory photographic evidence for meters, premises, and connections

4.2 Quality assurance and control

- Implement a minimum of 10–15% independent back-checks

- Daily supervisor validation and exception reporting
- Maintain an auditable data trail

4.3 Systems integration

- Structure data for direct upload into RUJWASCO billing, CRM, and GIS systems
- Ensure ownership of raw and processed data remains with RUJWASCO

4.4 Stakeholder engagement

- Work closely with Commercial, NRW, ICT, Meter Reading, and O&M teams
- Conduct joint validation sessions and interim reviews

5. Evaluation criteria and scoring matrix (technical proposal)

The technical proposals shall be evaluated. Bidders must attain a minimum technical to qualify for financial evaluation. The evaluation criteria and weights are as follows:

A. Firm-Specific Experience

- Demonstrated experience in conducting Customer Identification Surveys (CIS), customer enumeration, or large-scale utility customer data verification exercises
- Proven experience in water and sewerage utilities, with emphasis on commercial operations, billing systems, or NRW-related assignments (minimum three similar assignments in the last five years)

B. Adequacy of Technical Approach, Methodology and Work Plan

- Understanding of the assignment objectives and commercial outcomes (billing accuracy, revenue improvement, NRW reduction)
- Clarity, robustness, and practicality of the proposed CIS methodology (data collection tools, GIS integration, QA/QC measures)
- Realism and feasibility of the work plan, sequencing of activities, and timelines – 5 points
- Stakeholder engagement and coordination approach (Commercial, ICT, NRW, Meter Reading, O&M teams)

C. Qualifications and Competence of Key Experts

K-1: Team Leader / Utility Commercial & Systems Expert

- Academic qualifications and professional registration
- Relevant experience in water utility commercial operations, billing systems, CIS or NRW-related assignments (minimum 10 years)

K-2: GIS & Spatial Data Expert

- Academic qualifications and certifications in GIS or related field
- Practical experience in GIS mapping for utilities, infrastructure, or social surveys (minimum 5 years)

K-3: Commercial / Revenue Systems Specialist

- Academic qualifications in commerce, finance, engineering, or related field
- Experience in utility billing systems, revenue assurance, meter reading, and commercial NRW (minimum 7 years)

K-4: Sociologist / Community Development Expert

- Academic qualifications in sociology, community development, or related social sciences
- Experience in urban customer engagement, informal settlements, or community-based surveys (minimum 5 years)

K-5: Data, Analytics & Quality Assurance Specialist

- Academic qualifications in computer science, statistics, data science, or equivalent
- Experience in large-scale data management, validation, and system-ready dataset preparation.

K-6: ICT / ERP Integration Expert

- Academic qualifications in IT, information systems, or equivalent
- Experience in ERP, billing, CRM, GIS integration, and data migration in utilities

6. Deliverables

The Consultant shall submit the following deliverables:

1. Inception Report and Detailed Work Plan
2. Clean, verified customer master database (system-ready format)
3. GIS layers and spatial maps of customers, meters, and connections
4. Billing and CRM reconciliation report with correction logs
5. Illegal connections and revenue opportunity register
6. NRW spatial analysis and action zone maps
7. Customer segmentation and satisfaction analysis report
8. Billing and commercial improvement action plan (short and medium term)
9. Executive dashboard summarizing CIS results and revenue impact
10. Final CIS Report (Board-ready)

7. Duration of the assignment

The assignment is expected to be completed within 8 weeks from contract commencement.

8. Reporting and coordination

The Consultant shall report to the Managing Director through the Commercial Department. Regular progress updates shall be provided.

9. Expected outcomes

- Accurate and trusted customer database
- Improved billing accuracy and revenue performance
- Enhanced NRW reduction planning
- Improved customer service delivery
- Data-driven commercial and operational decision-making

Scope of Services

RUJWASCO requires the services of Customer Identification Survey (CIS) Service Provider established, registered and experienced in the Kenyan Water Sector to implement the CIS exercise. The corresponding activities involved in the assignment include but not limited to the following for the independent utility:

1. A clear description of the consultant's interpretation of the assignment including detailed outline of implications on Sector Key Performance Indicators (KPIs) and the Utilities Future Revenue Assurance Practices.
2. Reviewing and adaptation, in close consultation with RUJWASCO, of the CIS Questionnaire already prepared by consultant into tablet computer format while paying close attention to achieving the specific objectives of the project;
3. Preparation and use of databases to receive, process and report the field data on water and wastewater services on web-based platforms of RUJWASCO, most preferably in a format that can easily be compared and migrated into the utility's existing database once cleansed for updating the customer database;
4. Take full responsibility for the identification, procurement and use of all human and material resources required for the successful implementation of the CIS assignment;
5. Prepare a stakeholder communication plan, in close consultation with RUJWASCO that includes responsibility, timelines, preferred media, and type of messages.
6. Responsible for all necessary field logistical needs of CIS Staff including their identification badges and t-shirts branded with RUJWASCO logo's and all safety clothing required.
7. Carry out data collection, safe data uploading into the server, data analysis, isolation and flagging of all issues identified for remedial (short term) and corrective (long term) actions.;
8. Prepare and share weekly CIS progress reports with RUJWASCO team before end of business on the following Monday;
9. Prepare and submit a draft CIS Completion Report covering the given scope of the assignment in both soft and hard copies for review and comments from RUJWASCO.
10. Prepare and submit a Final CIS Completion Report incorporating comments from RUJWASCO.
11. Prepare a power point presentation on the findings and recommendations of the customer identification survey
12. Prepare brief policy implication proposition on the findings of the CIS to the water utility
13. Undertake any other related task as needed to successfully accomplish the Consultancy assignment.

Sample Design and Sample Size

Introduction

Background

Ruiru-Juja Water and Sewerage Company (RUJWASCO) is a Water Service Provider licensed by Water Services Regulatory board (WASREB) to provide water and sewerage services to residents of Ruiru and Juja sub counties of Kiambu County as stipulated in the Service Provision Agreement. Ruiru-Juja Water and Sewerage Company Ltd was incorporated in March 2006, as a private company under the Companies Act, Cap 486 and started operation in October 2006.

The Company is fully owned by the County Government of Kiambu. The mandate of Ruiru-Juja Water and Sewerage Company Ltd is to:

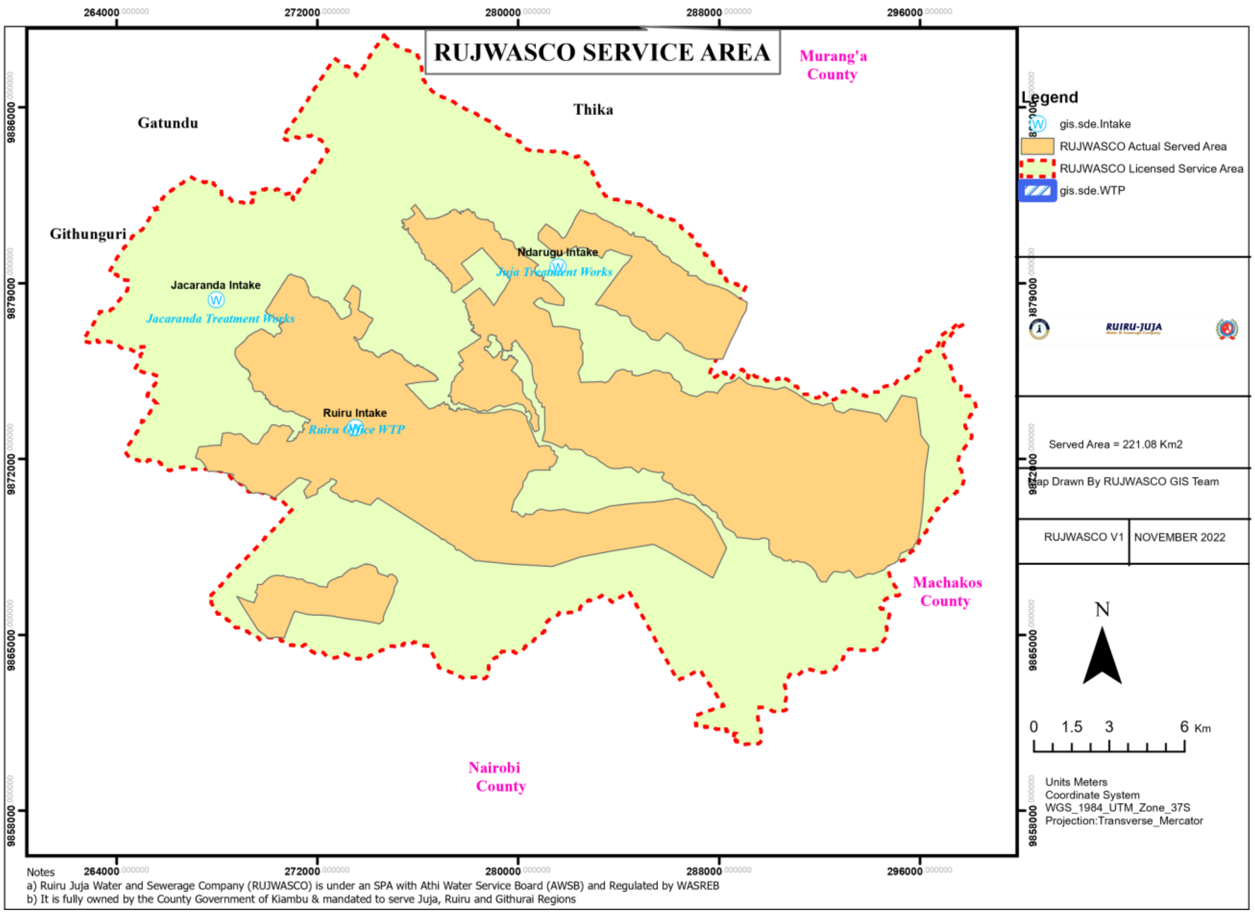
- Provide water and sewerage services within Ruiru and Juja sub counties
- Exercise control over the existing and future sources of water supply and expand and conserve existing and new water sources.
- Ensure effective maintenance of the assets and infrastructure entrusted to the company.

Project scope

The consultant is required to survey the following existing and potential connections:

Population in Service area (As at Dec 2025)	**Population Served (As at Dec 2025)**	**Water coverage (Dec 2025)**	**Existing Customers water and sewer connections as at December 2025**	**Potential Households within service area**	**Minimum Number of Household to be surveyed during CIS.**
953,000	876,760	92%	71,000	227,200	56,800

RUJWASCO SERVICE AREA



D e l i v e r a b l e s

The consultant shall prepare and submit the following deliverables. The format of submission (either hardcopy or soft) will be agreed during the inception.

S/No.	Deliverable
1.	Preliminary and final CIS Implementation Inception Report including work plan, stakeholder communication strategy and resource mobilization.
2.	Draft CIS Questionnaire in tablet computer
3.	Summarized Questionnaire Pretesting Report
4.	Final CIS Questionnaire in tablet computer incorporating comments from Pretesting

5.	Weekly CIS progress Report including the status and data analysis results
6.	Draft CIS Completion Report incorporating approved work plan, methodology used, list of issues identified for corrective actions
7.	Final CIS Completion Report incorporating comments.
8.	Power point presentation on the findings and recommendations of the customer identification survey at the end of the exercise.
9.	Brief policy implication proposition on the findings of the CIS to the water utility

Qualifications and Experience

Expertise required for this assignment includes but not limited to: clear understanding of the implications of the Human Right to Water, the institutional arrangements and management of Kenyan Water services Provision, practical knowledge and experience in use of relevant open source surveying software, database design and development and water sector community mobilization techniques. Specifically, the following qualifications and experiences are required:

- Be a company registered and operating in Kenya with a valid work permit for all employees to be directly involved in the assignment;
- Has at least 5 years of work experience on Urban Water utilities in Kenya
- Proficient in Database development and possess Open data/government/platform expertise;
- Have proven dashboard and mobile application development;
- Proven experience in mobile data collection frameworks and has in the last two years applied the same in Customer Identification Survey (CIS) for at least 3 Water Service Providers in Kenya;
- Proficient in USSD interface development.
- Able to develop and operationalize data visualization/analysis tools;
- Project Management, Monitoring and Evaluation;
- Strong interpersonal skills and integrity with experience of working in teams; and
- Excellent written and spoken English is required.

Contractual Arrangements

a. **RUJWASCO**

The consultant shall work under the overall supervision of the Project Team Leader on behalf of each of the company.

Ruiru water and sewerage will be responsible for:

- Introducing the consultant to all the relevant stakeholders in the project; and
- Participating in the review of deliverables.

b. **Obligations of the Consultant**

- The consultant shall perform all necessary activities as described herein with due care and diligence to attain the CIS objectives;
- Organizing site visits, meetings and feedback meeting;
- In the conduct of the assignment, the consultant shall regularly communicate with the water utility representative/s as the assignment may require and as agreed.
- The consultant shall be responsible for collecting primary and secondary data in the field and documents needed to accomplish CIS objectives.
- Production of CIS guidelines based on methodology used.

Content of the Financial Proposal

a. **The Basis of financial proposal:**

The financial proposal shall be assessed on the basis of **least cost-high quality approach** that is based on sample size design shown in the table below.

Population in Service area (As at Dec 2025)	**Population Served (As at Dec 2025)**	**Water coverage (Dec 2025)**	**Existing Customers water and sewer connections as at December 2025**	**Potential Households within service area**	**Minimum Number of Household to be surveyed during CIS.**
953,000	876,760	92%	71,000	227,200	56,800

It is a requirement that the cost structure has to be presented in the form of **fixed and/or variable costs** tied to a successful CIS and reporting on an existing or potential customer connection. All resources required to accomplish that objective shall be understood to have been taken care of in the fees proposed.

SECTION VI:

I. STANDARD FORMS OF CONTRACT

SAMPLE CONTRACT FOR CONSULTING SERVICES

SMALL ASSIGNMENTS

This Agreement [hereinafter called "the Contract") is entered into this ___________*[Insert starting date of assignment],* by and between ____

*[Insert Client's name] of [*or whose registered office is situated at*]* ____[*Insert Client's address](*Hereinafter called "the Client") of the one part AND

_______________________________ *[Insert Consultant's name] of [*or whose registered office is situated at*]*___________________________ _______________________________*[insert Consultant's address]*(hereinafter called "the Consultant") of the other part.

WHEREAS, the Client wishes to have the Consultant perform the Services [hereinafter referred to as "the Services", and

WHEREAS, the Consultant is willing to perform the said

Services, NOW THEREFORE THE PARTIES hereby agree as

follows:

1. Services

(i) The Consultant shall perform the Services specified in Appendix A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract.

(ii) The Consultant shall provide the reports listed in Appendix B, "Consultant's Reporting Obligations," within the time periods listed in such Appendix and the personnel listed in Appendix C, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services.

2. Term

The Consultant shall perform the Services during the period commencing _______*[Insert start date]* and continuing through to____________*[Insert completion date]* or any other period(s) as may be subsequently agreed by the parties in writing.

3. Payment A. Ceiling

For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to exceed a ceiling of _________ *[Insert ceiling amount]*. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant. The payments made under the Contract consist of the Consultant's remuneration as defined in sub-paragraph (B) below and of the reimbursable expenditures as defined in sub-paragraph (C) below.

B. Remuneration

The Client shall pay the Consultant for Services rendered at the rate(s) per man/month spent (or per day spent or per hour spent, subject to a maximum of eight hours per day) in accordance with the rates agreed and specified in Appendix C, "Cost Estimate of Services, List of Personnel and Schedule of Rates".

C. Reimbursables

The Client shall pay the Consultant for reimbursable expenses which shall consist of and be limited to:

(i) normal and customary expenditures for official road and air travel, accommodation, printing and telephone charges; air travel will be reimbursed at the cost of less than first class travel and will need to be authorized by the Client's coordinator;

(ii) such other expenses as approved in advance by the Client's coordinator.

D. Payment Conditions.

Payment shall be made in Kenya shillings unless otherwise specified not later than thirty {30} days following submission of invoices in duplicate to the Coordinator designated in Clause 4 here below. If the Client has delayed payments beyond thirty (30) days after the date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

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

4. Project Administration

A. Coordinator

The Client designates ________________ *[Insert name]* as Client's Coordinator, the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment and for acceptance of the deliverables by the Client.

B. Timesheets.

During the course of their work under this Contract, including field work, the Consultant's employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent as well as expenses incurred, as instructed by the Project Coordinator.

C. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services which will clearly identify all charges and expenses. The Client reserves the right to audit or to nominate a reputable accounting firm to audit the Consultant's records relating to amounts claimed under this Contract during its term and any extension and for a period of three months thereafter.

5. **Performance Standard**

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. **Confidentiality**

The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

7. **Ownership of Material**

Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

8. **Consultant Not to be Engaged** and **in Certain Activities**

The Consultant agrees that during the term of this Contract and after its termination, the Consultant any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

9. **Insurance**

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

10. **Assignment**

The Consultant shall not assign this Contract or Subcontract any portion thereof without the Client's prior written consent.

11. **Law Governing Contract and Language**

The Contract shall be governed by the Laws of Kenya and the language of the Contract shall be English language.

12. **Dispute Resolution**

Any dispute arising out of this Contract which cannot be amicably settled between the parties, shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

FOR THE CLIENT	FOR THE CONSULTANT
Full name; ________________	Full name ________________
Title: ______________________	Title: ____________________
Signature;___________________	Signature;_________________
Date;______________________	Date;______________________

II. Appendices

APPENDIX A: CUSTOMER SURVEY FORM
APPENDIX B: COST ESTIMATE OF SERVICES, LIST OF PERSONNEL AND SCHEDULE OF RATES

APPENDIX B

Customer Survey Form

SECTION A: GENERAL INFORMATION

1. **Date of Visit:** ________________________
2. **Enumerator Name / ID:** ________________________
3. **Scheme:** ________________________
4. **Zone:** ________________________
5. **Sub-zone:** ________________________
6. **GPS Coordinates:**
   - **Latitude:** __________________
   - **Longitude:** __________________

SECTION B: CUSTOMER DETAILS

5. **Customer Full Name:** ______________________________________
6. **Customer Account Number**:________________________________
7. **National ID Number (Optional):** ____________________________
8. **Phone Number:** ____
9. **Email Address (if available):** _______________________________
10. **Land Reference (LR) Number / Plot Number:** __________________
11. **Physical Address (Estate/Village/Road):** ________________________

SECTION C: CONNECTION DETAILS

11. **Connection Type:**
☐ Domestic ☐ Commercial ☐ School/Institution ☐ Mixed-Use
☐ Other (Specify): __________________________
12. **Connection Status:**
☐ Active ☐ Dormant ☐ Disconnected ☐ Illegal
13. **Meter Present?**
☐ Yes ☐ No
14. **Meter Details:**

- **Meter Serial Number:** _____________________

- **Meter Brand:** ____________________________
- **Meter Size (e.g., ½", ¾"):** ________________
- **Meter Condition:** ☐ Good ☐ Faulty ☐ Tampered

15. **Meter Location (Relative to Property):**
    ☐ Inside Compound ☐ On Boundary Wall ☐ Outside Gate ☐ Other: _________

SECTION D: SERVICE USAGE

16. **Estimated Number of People Served at This Connection:** ___________
17. **Water Usage Frequency:**
    ☐ Daily ☐ Several Times/Week ☐ Occasionally
18. **Alternative Water Sources (if any):**
    ☐ Borehole ☐ Rainwater ☐ River ☐ Vendor ☐ None

SECTION E: CUSTOMER FEEDBACK (Optional)

19. **Any issues with current water services?**

---

20. **Suggestions for improvement:**

SECTION F: ENUMERATOR NOTES

21. **Observations:**

---

22. **Photograph Taken?**
    ☐ Yes ☐ No File Name / ID: ____________________________

Signature of Enumerator: __________________________ **Date:** _______________

APPENDIX B

Cost Estimate of Services, List of Personnel and Schedule of Rates.

(1) Remuneration of Staff

	Name	Rate (per month/day/hour in currency)	Time spent(number of month/day/hour)	Total (currency)
(a) Team Leader				
(b)				
(c)				
				Sub-Total (1)

(2) Reimbursables

	Rate	Days	Total
(a) Air Travel			
(b) Road Transportation			
(c) Per Diem			
			Sub-Total (2)

TOTAL COST ________________

Physical Contingency ____________

CONTRACT CEILING __________

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity
____
____

To:_________________
____
____
____

RE: Tender No._______________

Tender Name______________

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

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

   *(FULL PARTICULARS)*_________________________________
   ____

SIGNED FOR ACCOUNTING OFFICER

FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO…………….OF……….….20……..

BETWEEN

…... APPLICANT

AND

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

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

REQUEST FOR REVIEW

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

1.
2.
etc.

By this memorandum, the Applicant requests the Board for an order/orders that: - 1.
2.
etc

SIGNED................. (Applicant)

Dated on…………….day of ……………/…20…

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on

………… day of

………....20….……..

SIGNED

Board Secretary

Beneficial Ownership Disclosure Form

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

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful Bidder[1]. In case of joint venture, the Bidder must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

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

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

RFQ No /RFP No.: [*insert number of RFQ process*]

Request for Bid No.: [*insert identification*]

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

In response to your request in the Letter of Acceptance *dated [insert date of letter of Acceptance]* to furnish additional information on beneficial ownership: *[select one option as applicable and delete the options that are not applicable]*

(i) we hereby provide the following beneficial ownership information.

Details of beneficial ownership

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

OR

(ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder

OR

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

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder]"

Name of the Bidder: *[*insert complete name of the Bidder*]_________

Name of the person duly authorized to sign the Bid on behalf of the Bidder: **[*insert complete name of person duly authorized to sign the Bid*]___________

Title of the person signing the Bid: [*insert complete title of the person signing the Bid*]______

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

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

* In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder. In the event that the Bidder is a joint venture, each reference to "Bidder" in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

** Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.